

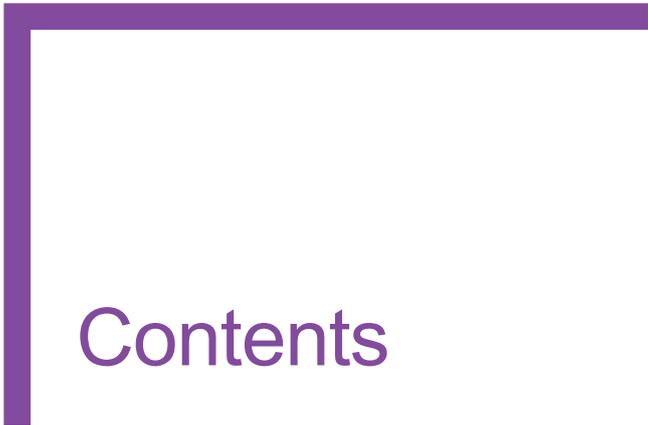


Darwin Clayton Security Policy

Policy Wording

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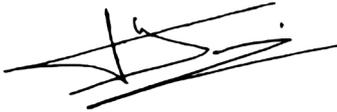
Darwin Clayton Security Policy

The **insured** has applied for this insurance to Ageas Insurance Limited (the **Company**) by a **proposal** which is the basis of this contract and is deemed to be incorporated herein and in consideration has paid or agreed to pay the premium and any taxes due

In return the **Company** will provide the insurance as described in this Policy during the Period of Insurance subject to the terms Conditions and Exclusions of this Policy

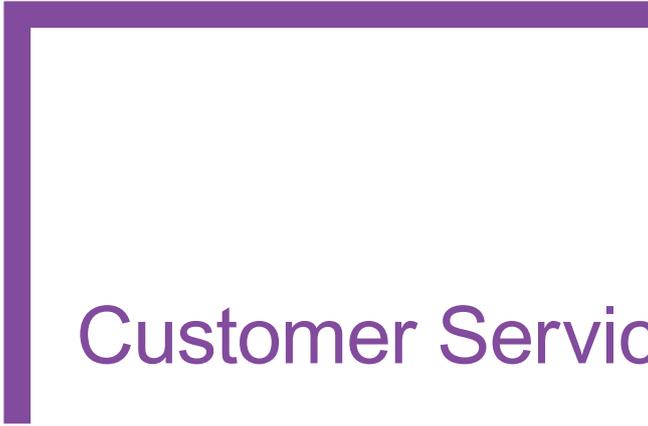
This Policy the Schedule and any Endorsements will be read together as one document

Signed for and on behalf of



François-Xavier Boisseau – CEO, Insurance
Ageas Insurance Limited

Your policy and schedule should be read carefully to ensure that they meet your requirements. They contain details of the cover, exclusions and conditions that apply. Please contact your insurance advisor if they do not meet your needs in any respect or require amendment. Please keep your policy, schedule and other related documents in a safe place as you will need to refer to them if you make a claim.



Customer Service

This insurance is underwritten and administered on behalf of Ageas Insurance Limited by Darwin Clayton (UK) Limited. In the event of a query on this insurance you should contact:

Darwin Clayton (UK) Limited
Darwin House
20 Mount Ephraim Road
Tunbridge Wells
Kent TN1 1ED
Phone: **01892 511144**
Fax: **01892 511455**
Email: **info@dcuk.co.uk**

If, however, you have a query in relation to a claim, contact:

Ageas Insurance Limited
Commercial Insurances Claims Centre
1 Port Way
Port Solent
Portsmouth
Hampshire
PO6 4TY
Phone: 0370 600 2123
Email: **claims.commercial@ageas.co.uk**

What to do if you have a complaint

Should there ever be an occasion where you need to complain, we will sort this out as quickly and fairly as possible. If your complaint is about the way your Policy was sold to you, please contact Darwin Clayton (UK) Limited to report your complaint.

If you have a complaint regarding your claim, please telephone us on the number shown in your claims documentation. Alternatively, for claims or any other type of complaint, you can also write to us at the address shown below or email us through our website at www.ageas.co.uk/complaints (please include your policy number and claim number if appropriate).

Customer Services Adviser
Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA

We will try to resolve your complaint by the end of the next working day. If we are unable to do this, we will write to you within five working days to either:

- tell you what we have done to resolve the problem; or
- acknowledge your complaint and let you know when you can expect a full response.

We will also let you know who is dealing with the matter. We will always aim to resolve your complaint within four weeks of receipt. If we are unable to do this we will give you the reasons for the delay and indicate when we will be able to provide a final response. If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service if:

- you have an annual turnover of less than EUR 2million and fewer than 10 employees and,
- if for any reason you are still dissatisfied with our final response, or
- if we have not issued our final response within eight weeks from you first raising the complaint.

You can contact the Financial Ombudsman Service at the address below, however they will only consider your complaint once you've tried to resolve it with us.

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
www.financial-ombudsman.org.uk

Following the complaints procedure does not affect your rights to take legal proceedings.

Regulation

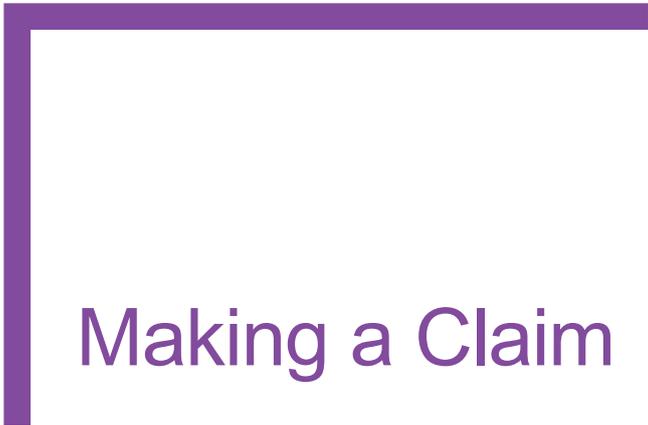
Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039.

You can check the Financial Conduct Authority website (www.fca.org.uk), which includes a register of all the firms they regulate. Or you can phone them on 0800 111 6768 or 0300 500 8082.

Financial Services Compensation Scheme

In the event that Ageas Insurance Limited is unable to meet its liabilities you may be entitled to compensation from the Financial Services Compensation Scheme.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is **0800 678 1100** or **020 7741 4100**. Alternatively, more information can be found at www.fscs.org.uk.



Making a Claim

Please call Darwin Clayton (UK) Limited on 01892 511144 should you need to make a claim. Alternatively claims can be notified to Ageas Insurance Limited at any time day or night on 0370 600 2123.

You must not settle, reject, negotiate or agree to pay any claim without our written permission.

Data Protection Notice

Please read this notice carefully as it contains important information about **our** use of **personal information**.

In this notice, **we** and **us** and **our** mean Ageas Insurance Limited and **you** and **your** mean the **insured** as defined in the 'Definitions' section of the main policy wording. **Personal information** means any information **we** have about **you** and the other people insured under **your** policy such as any director, officer, partner or **employee** of **your business** or any other person connected with **your business**.

Sensitive information

Some of the **personal information** that **we** ask **you** to provide is known as "sensitive personal data". This will include information relating to health issues, race, religion and any criminal convictions. **We** need to use sensitive personal data to provide **you** with quotes, arrange and manage **your** policy and to provide the services described in **your** policy documents (such as dealing with claims).

How we use personal information

We are part of the Ageas group of companies. **We** may share **personal information** with other companies in the group for any of the purposes set out in this notice. If **you** want to know more about the Ageas group please go to www.ageas.co.uk.

We will use **personal information** to arrange and manage **your** insurance policy, including handling underwriting and claims and issuing renewal documents and information to **you** or **your** insurance adviser. **We** will also use **personal information** to assess **your** insurance application and provide information to credit reference agencies.

We may research, collect and use data about **you** from publicly available sources including social media and networking sites. **We** may use this data for the purposes set out in this notice, including fraud detection and prevention.

We may have to share **personal information** with other insurers, statutory bodies, regulatory authorities, **our business** partners or agents providing services on **our** behalf and other authorised bodies.

We will share **personal information** with others:

- if **we** need to do this to manage **your** policy with **us** including settling claims;
- for underwriting purposes, such as assessing **your** application and arranging **your** policy;
- for management information purposes;
- to prevent or detect crime, including fraud (see below);

- if **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority); and/or
- if **you** have given **us** permission.

You can ask for further information about our use of personal information. If you require such information, please write to the Data Protection Officer at the address set out below.

Preventing and detecting crime

We may use **personal information** to prevent crime. In order to prevent and detect crime **we** may:

- check **personal information** against our own databases;
- share it with fraud prevention agencies. Your **personal information** will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **you** make an application to them for financial **products** (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, **we** will share **your** relevant **personal information** with them. The information **we** share may be used by those companies when making decisions about **you**. **You** can find out which fraud prevention agencies are used by **us** by writing to **our** Data Protection Officer at the address set out below; and/or
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd. **We** may pass information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

Dealing with others on your behalf

To help **you** manage your insurance policy, subject to answering security questions, **we** will deal with **you** or any director, officer, partner or **employee** of **your business** or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy or a claim relating to **your** policy.

Marketing

We may use **personal information** and information about **your** use of **our products** and services to carry out research and analysis.

We will only use **personal information** to market **our products** and services to **you** if **you** agree to this.

Data Protection Notice – continued

Monitoring and recording

We may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

Further information

You are entitled to receive a copy of any **personal information** we hold about **you**. If **you** would like to receive a copy, or if **you** would like further information on, or wish to complain about, the way that **we** use **personal information**, please write to the Data Protection Officer at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA giving **your** name, address and insurance policy number. **We** may charge you a small fee for this.

If **we** change the way that **we** use **personal information**, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible by writing to **us** at the address above.

You have the right to complain to the Information Commissioner's Office at any time if **you** object to the way **we** use **your personal information**. For more information please go to www.ico.org.uk.

Definitions

The words defined below will have the same meaning wherever they appear in bold in this Policy

Airside

means on or in those parts of airport and airfield premises to which the public do not have free or authorised access

Business

means only the **business** specified in the Schedule and includes

- 1 the provision and management for the benefit of the **insured** or **employees** of canteen social sports educational or welfare activities and first aid fire security and ambulance services
- 2 the ownership and routine maintenance and repair of the premises from which the **business** is conducted
- 3 the performance of private work undertaken by any **employee** (with the consent of the **insured**) for the **insured** or any **director partner** or senior official of the **insured** in connection with the **business** specified in the Schedule and not in connection with any other activity

Circumstance

means an incident occurrence fact matter act error omission or event which could reasonably be foreseen to give rise to a claim against the **insured**

Company

means Ageas Insurance Limited

Computer Virus

means any computer program including but not limited to any file virus boot sector virus macro virus hostile applet Trojan horse program Java virus ActiveX virus or other executable program which contains instructions to initiate an event on the infected computer causing modification of or **damage** to data memory or data media

Damage

means accidental loss **damage** or destruction

Director

means a director of the **insured** where the **insured** is a Limited Company

Documents

means

- 1 documents whether written printed or reproduced by any other method (excluding any bearer bonds coupons bank or currency notes or other negotiable instruments)

2 electronic documents

used in connection with the **business**

Electronic Documents

means computer records or any document in electronic format

Employee

means any

- 1 person under a contract of service or apprenticeship with the **insured**
- 2 self-employed person labour only subcontractor labour master or person supplied by any of them
- 3 person seconded to acquire work experience under a scheme or otherwise
- 4 person hired to or borrowed by the **insured**
- 5 driver or operator of hired in plant
- 6 voluntary helper

whilst working for the **insured** in the course of the **business**

This Definition is not applicable to Sub-Section 1 Professional Indemnity of the Public and Products Liability Section or the Fidelity Guarantee Section which have their own definitions of **employee** applicable to that Sub-Section and Section only

Excess

means the amount to be deducted by the **Company** from the total agreed amount of each and every claim other than claims relating to **injury** for which there is no **excess**

Inefficacy

means the failure to carry out or provide security duties or security services that the **insured** has contracted to perform or wrongful advice provided in connection therewith in the course of the **business** including deliberate acts wilful default or neglect by the **insured** or any **director partner** or **employee**

Injury

means bodily injury death illness disease or shock causing bodily injury

Insured

means the person or persons (including their legal personal representatives in the event of their death in respect of liability incurred by them) or corporate body named in the Schedule and for the purposes of Sub-Section 1 Professional Indemnity of the Public and Products Liability Section only shall include any present or past **principal partner director** or **employee**

Definitions – continued

Keys

includes electronic access pass cards or any other form of lock opening device

Money

means coins bank and currency notes bullion jewellery precious stones gold and silver items and other valuables and/or non-negotiable instruments and the like

Offshore

means as from the time when the **insured** or any **director partner** or **employee** or any other person or persons for whom the **insured** may be responsible embark onto a conveyance at the point of final departure to an offshore rig offshore platform or offshore installation until such time as they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform or an offshore installation

Partner

means a partner of the **insured** where the **insured** is a partnership

polluting or contaminating or seeping substances

means any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour fumes acid alkalis chemicals dust micro-organisms and waste including material to be recycled reconditioned or reclaimed

Pollution or Contamination

means

- 1 all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- 2 all **injury** or loss of or **damage** to material property directly or indirectly caused by such pollution or contamination arising from **polluting or contaminating or seeping substances**

Principal

means any public authority government body company firm organisation or person for whom the **insured** is undertaking a contract

Products

means goods or other material property manufactured sold supplied leased delivered installed erected processed repaired commissioned altered treated serviced or tested by or on behalf of the **insured** in the course of the **business** and not within the custody of the **insured**

Products Inefficacy

means the failure of any **products** to fulfil or perform its intended function arising out of negligence or wilful default by the **insured** or any **director partner** or **employee** or arising directly out of wrongful advice provided by the **insured** or any **director partner** or **employee**

Proposal

means any signed proposal form and declaration or any Risk Statement of Facts and any other information in connection with this insurance supplied by or on behalf of the **insured**

Remediation

includes “remediation” under the Environment Act 1995

Retroactive Date

means the date from which the **insured** has continuously maintained in force a policy of insurance covering Professional Indemnity in respect of liability for any breach of the **insureds** professional duty

Series of claims

means a number of claims (whether made by the same or different claimants) that arise directly or indirectly from one source or originating cause

Territorial Limits

means

- 1 England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man
- 2 any other member country of the European Union (other than the Irish Republic) in respect of **injury** loss or **damage** caused by or arising from the activities of the **insured** or any **director partner** or **employee** normally resident within the territories specified in (1) of this Definition and occurring during any temporary visit made in connection with the **business**
- 3 elsewhere in the world (excluding the United States of America and Canada) in respect of **injury** loss or **damage** caused by or arising from any **products**

This Definition is not applicable to the Fidelity Guarantee Section which has its own definition of **territorial limits** applicable to that Section only

Wrongful Arrest

means any unlawful physical restraint by one person on the liberty of another and includes

- 1 assault and battery committed or alleged to have been committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by a person under arrest before such person has been or could be placed in the custody of the police or an officer of the court
- 2 assault and battery committed or alleged to have been committed at the time of requesting the removal of a person or persons from a premises
- 3 libel or slander false imprisonment malicious prosecution either
 - a committed or alleged to have been committed directly in connection with an arrest
 - or
 - b arising out of the investigation of acts of shoplifting or theft

General Conditions

These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless otherwise stated

All conditions in this Policy are to the extent they are able to take effect as conditions precedent to the liability of the **Company** under this Policy deemed to be conditions precedent to the liability of the **Company**

1 Observance of policy terms

The answers and statements in the **proposal** are true and complete and the **insured** will observe and fulfil the terms Conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by the **insured**

2 Reasonable precautions

The **insured** will

- a take all reasonable care and precautions to select and supervise staff and ensure that they are provided with adequate resources to maintain the level of competence necessary to fulfil their duties
- b take all reasonable precautions to prevent accidents **injury** loss or **damage**
- c take all reasonable measures to observe and fulfil the requirements of all statutory obligations and regulations
- d maintain their premises plant machinery and fire extinguishing appliances in sound condition

3 Alteration of risk

the **Company** will not be liable for any loss destruction **damage** or liability following

- a alteration of the **insureds** premises or occupation thereof or to the **business** whereby the risk of loss destruction **damage** or liability is increased
- b cessation of the **insureds** interest except by will or operation of law unless such alteration is agreed in writing by the **Company**

4 Dishonesty

If any claim under this Policy is in any respect dishonest or if any dishonest means or devices are used by the **insured** or any **director** or **partner** or anyone acting on the **insureds** behalf to obtain any benefit under this Policy or if any loss **damage** or destruction is occasioned by the wilful act or with the connivance of the **insured** or any **director** or **partner** then all benefits under this Policy will be forfeited

5 Other insurances

if at the time of any loss **damage** or injury there is any other insurance other than a more specific insurance covering the same property or liability or contingency the **Company** will not be liable for more than its rateable proportion thereof and the **insured** will declare to the **Company** the existence and terms of any other such insurance and will do all things necessary to secure payment of the relevant proportion of the claim by the other insurance

6 Claims - companys rights

The **Company** having been advised of a claim or any **circumstance** or occurrence which might give rise to a claim under this Policy will be entitled to undertake in the name of the **insured** the defence control or settlement of any claim and for its own benefit take proceedings in the **insureds** name for the purpose of mitigating the loss or of enforcing any rights or remedies or of obtaining relief or indemnity from other parties whether prior to or after payment of any claim has been made

7 Claims - insureds action

Whenever anything occurs which might give rise to a claim under this Policy the **insured** will

- a immediately notify Darwin Clayton (UK) Limited or the **Company**
- b provide such written information or details as may be required
- c send to the **Company** immediately on receipt and unacknowledged every letter claim writ summons process impending prosecution notice of an inquest or fatal accident enquiry or other document relating to a **circumstance** or claim
- d not admit liability to any party and no admission offer promise or payment shall be made to any party without the written consent of the **Company** whether or not the amount concerned is within any applicable **excess**
- e immediately notify the Police of any loss of **money** or loss destruction or **damage** caused by theft fraud dishonesty embezzlement or malicious persons
- f do and permit to be done all things reasonably practicable to minimise any loss or **damage**

General Conditions – continued

g at his own expense produce and furnish to the **Company** such books of account and other documents proofs information explanation and other evidence as may reasonably be required by the **Company** for the purpose of investigating or verifying the claim together with if required a statutory declaration of the truth of the claim and of any matters connected therewith

In respect of any claim under Sub-Section 1 Professional Indemnity of the Public and Products Liability Section any **circumstance** notified to the **Company** in accordance with the foregoing and which subsequently gives rise to a claim after expiry of the Period of Insurance shall be deemed to be a claim first made during the Period of Insurance

8 Claims - co-operation

The **insured** will provide all information help assistance and co-operation required by the **Company** in connection with any claim

9 Cancellation

The **Company** may cancel this Policy at any time giving fourteen days notice by recorded delivery letter to the **insureds** address last known to the **Company** and in such event the **Company** will return the pro-rata portion of the premium and tax for the unexpired Period of Insurance

10 Payment of premium

- a The Premium will be paid when due otherwise all benefit under this Policy will be forfeited and the Policy will be cancelled from the date when the Premium was due
- b If the Premium for the Policy is paid through the **Companys** credit scheme
 - i it is a condition precedent to the **Companys** liability that each credit payment is made on the due date as required by the repayment schedule of the credit scheme
 - ii in the event of a default through non-compliance with credit scheme Terms and Conditions the Policy will be cancelled from the date of the first default
 - iii in the event of a default in the repayment schedule occurring through circumstances other than a breach of the Terms and Conditions of a credit scheme then the Policy will be suspended for 21 days in order for the default to be remedied If the default remains unremedied within that time the Policy will be cancelled at the end of that 21 day period

11 Payment of claims

in the event of a claim being made under the Policy the Premium and Tax for which is paid through the **Companys** credit scheme the **Company** may avail itself of the Terms and Conditions of the credit scheme and deduct any sum outstanding from the **insured** to the **Company** in respect of the credit facility from any settlement due to the **insured** of a claim made under this Policy

12 Voidance

The Policy will be voidable in the event of non-disclosure of any material information or fact or misrepresentation or misdescription

13 Employers liability right of recovery

Where Employers Liability risks are insured by this Policy the indemnity provided is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to **employees** within England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

However the **insured** will repay to the **Company** all sums paid by the **Company** which the **Company** would not have been liable to pay but for the provisions of such law

14 Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an arbitrator in England who is to decide the matter in dispute according to English law and is to be appointed by the parties in accordance with the English statutory provisions in that behalf for the time being in force

Where any difference is by this Condition to be referred to arbitration the making of an award will be a condition precedent to any right of action against the **Company**

15 Premium and tax adjustment

If the premium and tax for this Policy has been calculated on estimates furnished by the **insured** and is on an adjustable basis an accurate record containing all particulars relative thereto shall be kept by the **insured** who shall at all times allow the **Company** to inspect such records and shall supply such particulars and information as the **Company** may require within one month of the expiry of each Period of Insurance and the premium and tax shall thereupon be adjusted by the **Company** subject to the retention by the **Company** of the Minimum Premium

The **insured** agrees to pay to the **Company** any additional premium and tax that may result from such adjustment

16 Law applicable to the contract condition

This policy will be governed by English law, and you and we agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction)

17 Retroactive date

The insurance under Sub-Section 1 Professional Indemnity of the Public and Products Liability Section will not indemnify the **insured** in respect of any claim notified under the terms of the Policy and arising out of the exercise and conduct of the **business** prior to the **retroactive date**

18 Bona fide subcontractors

In respect of the **insureds** liability at law for any claim arising out of or in connection with work undertaken for or on behalf of the **insured** by independent contractors (bona fide subcontractors) the **insured** will at the time of appointing such contractors and at least annually thereafter obtain written evidence that such contractors have in force throughout the duration of their contract with the **insured** policies of insurance covering

- a Employers Liability insurance in accordance with any law relating to the compulsory insurance of liability to **employees** and containing an Indemnity to Principal clause or extension
- b Public Liability (including Inefficacy and Contractual Liability) and Products Liability (including Products Inefficacy Liability) insurance providing cover for legal liability for **injury** to any person (other than as in (a) above) and physical loss of or physical **damage** to material property with Limits of Indemnity of not less than £2,000,000 and containing an Indemnity to Principal clause or extension
- c Professional Indemnity insurance with a Limit of Indemnity of not less than that applying to this Policy and including cover for all of the work to be undertaken on behalf of the **insured**

No claim will be payable under this Policy in relation to work undertaken for or on behalf of the **insured** by independent contractors (bona fide subcontractors) unless the **insured** shall have retained a copy of such written evidence of the policies of insurance held by such contractors (being a copy of the current relevant insurance policy and schedule or other written proof)

19 Vetting of employees and subcontractors

Unless the **insured** is an organisation accredited under the Security Industry Authority Register of Approved Contractors the **insured** will at all times obtain satisfactory references in respect of

- a all **employees** before any person is employed
- b all subcontractors before any subcontractors are engaged in accordance with British Standard BS7858 Code of Practice for Security Screening of Personnel employed in a Security Environment or any amendment thereto in respect of **employees** engaged in guarding activities or the provision of key holding services or security installation servicing or maintenance services or activities

A written record of any verbal reference shall be made at the time it is obtained and the original copy of each written reference and the record of any verbal reference shall be retained by the **insured** and shall be made available for inspection by the **Company** on request

General Condition 19 applies only to

- a Extension 1 (Inefficacy and Contractual Liability) and Extension 2 (Products Inefficacy) under the Public and Products Liability Section
- b the Money Section and
- c the Fidelity Guarantee Section

20 Contracts (rights of third parties) act 1999

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

21 Claims - repayment of excess

The **insured** will repay to the **Company** the amount of any **excess** for which the **Company** has made payment

22 Language

The contractual terms and conditions and other information relating to this contract will be in the English language.

General Exclusions

These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless otherwise stated

The **Company** will not be liable for any claim in respect of

1 Nuclear risks

- a loss or destruction of or **damage** to any material property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - i ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel
 - ii the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

This General Exclusion does not apply to the Employers Liability Section

2 War risks

any contingency occasioned by or happening through or in consequence of war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power martial law confiscation or nationalisation or requisition or destruction of or **damage** to property by or under the order of any Government or public or local authority

This General Exclusion does not apply to the Employers Liability Section

3 Pressure waves

loss destruction or **damage** occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

4 Fines or penalties

the cost of fines penalties punitive exemplary aggravated liquidated and multiple **damages**

5 Fraud

- i loss **damage** or destruction by fraud forgery or deception
- ii theft or any attempt thereat in which any **director partner employee** or any member of the **insureds** family is concerned as **principal** or accessory

This General Exclusion does not apply to Sub-Section 1 Professional Indemnity and its Extensions or the Fidelity Guarantee Section

6 Terrorism

- liability death injury loss **damage** or destruction or any cost or expense of whatsoever nature or wheresoever arising (including consequential loss and **damage**) directly or indirectly caused by resulting from or in connection with
- 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**

except

- i to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to **employees**
- ii that subject otherwise to the terms Conditions and Exclusions of this Policy the **Company** will indemnify the **insured** under the Public and Products Liability Section and its Extensions against all sums which the **insured** shall become legally liable to pay as **damages** and claimants costs and expenses directly or indirectly caused by resulting from or in connection with **terrorism** provided that the liability of the **Company** in respect of all indemnity payable (inclusive of all costs and expenses) under such Section and its Extensions in respect of or arising out of
 - a any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source (other than in respect of or arising out of **products**) shall not exceed £2,000,000 or the amount of the Limit of Indemnity stated in the Schedule whichever is the less
 - b **products** shall not exceed in the aggregate £2,000,000 or the amount of the Limit of Indemnity stated in the Schedule whichever is the less in any one Period of Insurance

For the purpose of this Exclusion an act of **terrorism** means an act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government (de jure or de facto) committed for political religious ideological or similar purposes including the intention to influence any government (de jure or de facto) and/or to put the public or any section of the public in fear

In any action suit or other proceedings where the **Company** alleges that by reason of this Exclusion any liability death injury loss **damage** destruction cost or expense is not covered by this Policy (or is covered only up to a specified Limit of Indemnity) the burden of proving that such liability death injury loss **damage** destruction cost or expense is covered (or is covered beyond the Limit of Indemnity) shall be upon the **insured**

In the event any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

Employers Liability Section

The Employers Liability Insurance Section is operative only if it is shown as being operative in the Schedule

The **Company** will indemnify the **insured** against all sums which the **insured** becomes legally liable to pay as **damages** and claimants costs and expenses in respect of **injury** sustained by any **director** or **employee** arising out of and in the course of employment by the **insured** within the **territorial limits** and resulting directly from the **business** during the Period of Insurance

The **Company** will also pay for legal costs and expenses incurred with its prior written consent

- a in defence of any claims
 - b for representation at any coroners inquest or inquiry in respect of any death
- which may be the subject of indemnity under this Section

Limit of Indemnity

The maximum liability of the **Company** inclusive of all costs and expenses payable under this Section and Extensions of this Section shall be the Limit of Indemnity stated in the Schedule in respect of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source

Discharge of Liability

The **Company** having been advised of a claim or an occurrence which might give rise to a claim under this Section will be entitled to pay to the **insured** in settlement of its liability for all claims arising out of one occurrence or series of occurrences attributable to one original cause or source either

- a the Limit of Indemnity (less any amounts already paid or incurred) or
- b such other amount for which the claim or claims may be settled

The **Company** will then relinquish control of and be under no further liability in respect of such claim or claims

Exclusions

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **Company** will not be liable for

1 Passenger Liability

Injury sustained by any **director** or **employee** while being carried in or on a vehicle or entering or getting onto or alighting from a vehicle in circumstances where compulsory insurance or security covering this risk is required under any road traffic legislation within the **territorial limits**

2 Offshore

liability arising out of any work undertaken or visit **offshore**

3 Excluded Locations

liability arising in connection with work

- a on or in docks harbours or railways
- b on or in watercraft or offshore gas or oil installations
- c on or in chemical or petrochemical works oil or gas refineries or oil or gas storage facilities
- d **airside** or on or in aircraft
- e on or in collieries mines or quarries
- f on or in power stations
- g on or in any installation where nuclear processing is undertaken

4 Asbestos

any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or **products** made entirely or mainly of asbestos

This Exclusion shall not apply in respect of such removal or disposal provided that

- a such activity does not form part of the **insureds** usual **business** or contract and
- b the discovery of asbestos by the **insured** is unintentional and accidental and
- c upon discovery of asbestos or **products** made entirely or mainly of asbestos all work immediately stops and
- d an HSE licensed asbestos removal contractor is employed if legally required
 - i to make safe the area in which the discovery is made as soon as is practicable
 - ii who has Employers Liability and Public Liability insurances in force
 - a that provide Limits of Indemnity no less than those stated in the Schedule and
 - b that do not exclude the work to be carried out

Extensions

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

1 Legal Defence Costs

The **Company** will be liable for all costs and expenses incurred with its written consent in respect of the defence of

- a the **insured**
- b at the **insureds** request any **director partner** or **employee** against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of
 - i the Health and Safety at Work etc Act 1974
 - ii the Health and Safety at Work (Northern Ireland) Order 1978

Provided that

- a the offence under such legislation
 - i is alleged to have been committed during the Period of Insurance in connection with the **business** within the **territorial limits**
 - ii relates to the health safety and welfare of a **director** or **employee**
- b the **Company** will not be liable for
 - i the cost of any fine or penalty
 - ii legal costs and expenses where indemnity is provided by any other insurance
 - iii legal costs and expenses arising out of any deliberate act or omission by the **insured** or any **director partner** or **employee**

2 Indemnity to Principal

The **Company** will indemnify any **principal** in respect of the legal liability of such **principal** arising out of work carried out by the **insured** under a contract or agreement

Provided that

- a the terms of such contract or agreement require the extension of such indemnity to the **principal**
- b an indemnity would have been provided under this Section had the claim been made against the **insured**
- c the **principal** complies with and is subject to the terms Conditions and Exclusions of this Policy in so far as they can apply
- d the conduct and control of all claims is vested in the **Company**

3 Employees Unsatisfied Damages

If a judgement for **damages** or costs in respect of **injury** sustained by an **employee** arising out of and in the course of employment or engagement by the **insured** in connection with the **business** and arising from an accident occurring within the **territorial limits** during the Period of Insurance

- a is obtained by such **employee** in any Court situate within England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man against any person or corporate body other than the **insured** domiciled or operating from premises within those territories and
 - b remains wholly or partly unsatisfied six months after the date of such judgement
- at the request of the **insured** the **Company** will pay to such **employee** the amount of the **damages** and costs remaining unsatisfied

Provided that

- i there is no appeal outstanding

- ii the **employee** has assigned the judgement to the **Company**

4 Court Attendance Compensation

In the event of any of the undermentioned persons attending court as a witness at the request of the **Company** in connection with a claim in respect of which the **insured** is entitled to indemnity under this Section the **Company** will provide compensation to the **insured** at the following rates per day for each day on which attendance is required

- a any **director** or **partner** £500
- b any **employee** £250

Public And Products Liability Section

The Public and Products Liability Section is operative only if Public and Products Liability is shown as an **insured** Section in the Schedule

The **Company** will indemnify the **insured** against all sums which the **insured** shall become legally liable to pay as **damages** and claimants costs and expenses arising out of accidental

- a **injury** to any person
 - b physical loss of or physical **damage** to material property
 - c obstruction trespass nuisance or interference with any right of way light air or water
- occurring within the **territorial limits** and resulting directly from the **business** during the Period of Insurance

Limit of indemnity

The maximum liability of the **Company** in respect of all indemnity payable under this Section and Extensions of this Section in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source will not exceed the Limit of Indemnity stated in the Schedule

Provided that the liability of the **Company** for all indemnity payable in respect of or arising out of **product** shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule in any one Period of Insurance

Discharge of liability

The **Company** having been advised of a claim or an occurrence which might give rise to a claim under this Section will be entitled to pay to the **insured** in settlement of its liability for all claims arising out of one occurrence or series of occurrences attributable to one original cause or source either

- a the Limit of Indemnity (less any amounts already paid as **damages**) or
- b such other amount for which the claim or claims may be settled

The **Company** will then relinquish control of and be under no further liability in respect of such claim or claims except for costs and expenses incurred up to the date of such payment

Exclusions

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **Company** will not be liable for

1 Excluded locations

- liability arising in connection with work
- a on or in docks harbours or railways

- b on or in watercraft or offshore gas or oil installations
- c on or in chemical or petrochemical works oil or gas refineries or oil or gas storage facilities
- d **airside** or on or in aircraft
- e on or in collieries mines or quarries
- f on or in power stations
- g on or in any installation where nuclear processing is undertaken

2 Defective goods

the costs or expenses incurred in recalling repairing reconditioning replacing or testing any **products** or of rectifying defective workmanship or the replacement cost of any **products** or the cost of making any refund in respect of any **products**

3 Liability under contract or an agreement

liability assumed under any contract or agreement where such liability would not have arisen in the absence of such contract or agreement other than as set out in Extension 1 (if such Extension is operative)

4 Faulty design

liability arising out of advice design formula plan or specification given separately for a fee or other remuneration by or on behalf of the **insured** or anyone on the **insureds** behalf

5 Offshore

liability arising out of any work undertaken and/or visit **offshore**

6 Property in insureds custody

liability for or arising out of loss of or **damage** to material property

- a in the custody or control of or owned by the **insured** or any **director partner** or **employee** other than
 - i personal effects of **directors partners** or **employees**
 - ii buildings including their contents not owned rented to or leased by the **insured** but temporarily occupied by the **insured** in order that work thereon including the provision of security services may be effected by the **insured** or any **employee**
- b being worked on by or on behalf of the **insured** if loss or **damage** is as a direct result of such work

7 Pollution

liability in respect of **pollution or contamination** including the cost of removing nullifying or cleaning up **polluting or contaminating or seeping substances or remediation** unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific moment in time and place during the Period of Insurance

Provided that

- a all **pollution or contamination** which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place
- b the liability of the **Company** for all **damages** and claimants costs and expenses payable in respect of all **pollution or contamination** which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule

but in no event shall this Policy cover any liability in respect of **pollution or contamination** including the cost of removing nullifying or cleaning up **polluting or contaminating or seeping substances or remediation** in the United States of America or Canada

8 Injury to employees

liability for **injury** to any **employee** where such **injury** arises out of and in the course of employment by the **insured**

9 Vehicles and craft

liability arising in connection with

- a watercraft hovercraft or aircraft
- b any mechanically propelled vehicle including anything attached to it which is required to be insured under any road traffic legislation or is the subject of other security

Provided that this Exclusion shall not apply to liability in respect of such vehicles in the care custody or control of the **insured** or any **employee** for the purpose of guarding such vehicles

10 Aerospace products

liability arising from **products** known to be for use in craft intended to travel through air or space or other aerospace device

11 Property damage excess

the amount of the **excess** specified in the Schedule in respect of each and every claim for loss of or **damage** to property

12 Deliberate acts

liability arising out of deliberate acts wilful default or neglect by the **insured** any **director partner** or **employee** other than as set out in Extension 1 (if such Extension is operative) and Extension 2 (if such Extension is operative)

13 Fraud dishonesty or embezzlement

liability arising out of any act of theft fraud dishonesty or embezzlement by the **insured** any **director partner** or **employee**

14 Date recognition/discontinuity

liability of whatsoever nature directly or indirectly caused by or contributed to or arising from the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the **insured** or not and whether occurring before during or after the year 2000

- a correctly to recognise any date as its true calendar date
- b to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of
 - i treating any date otherwise than as its true calendar date
 - ii the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes the loss of data or information or command or instruction or the inability to capture save retain or correctly to process such data or information or command or instruction on or after any date or
 - iii otherwise to function correctly

15 Digging or excavation below 1 metre

liability caused by or arising out of any digging or excavation below a depth of one metre

16 North America

liability arising from any **products** known by the **insured** to be for use in or supply to the United States of America or Canada

17 Asbestos

any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or **products** made entirely or mainly of asbestos

This Exclusion shall not apply in respect of such removal or disposal provided that

- a such activity does not form part of the **insureds** usual **business** or contract and
- b the discovery of asbestos by the **insured** is unintentional and accidental and
- c upon discovery of asbestos or **products** made entirely or mainly of asbestos all work immediately stops and
- d an HSE licensed asbestos removal contractor is employed if legally required
 - i to make safe the area in which the discovery is made as soon as is practicable
 - ii who has Employers Liability and Public Liability insurances in force
 - a that provide Limits of Indemnity no less than those stated in the Schedule and
 - b that do not exclude the work to be carried out

18 Mould

any liability of whatsoever nature arising out of mould or toxic mould

19 Inefficacy

any liability arising from or out of **inefficacy** other than as set out in Extension 1 (if such Extension is operative)

20 Products inefficacy

any liability arising from or out of **products inefficacy** other than as set out in Extension 2 (if such Extension is operative)

Public And Products Liability Section – continued

21 Wrongful arrest

any liability arising from or out of **wrongful arrest** other than as set out in Extension 3 (if such Extension is operative)

22 Loss of keys

any liability for or arising from or out of loss of **keys** other than as set out in Extension 4 (if such Extension is operative)

23 Money

loss of or **damage to money** belonging to customers of the **insured** other than **money** stored in the premises of the **insureds** customers

Extensions

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

Extensions 1 (Inefficacy and Contractual Liability) 2 (Products Inefficacy) 3 (Wrongful Arrest) 4 (Loss of Keys) and 5 (Financial Loss) are operative only if a Limit of Indemnity is shown for such Extension in the Schedule

1 Inefficacy and contractual liability

The **Company** will indemnify the **insured** in respect of liability in accordance with the cover provided by this Section arising from or out of **inefficacy** occurring within the **territorial limits** during the Period of Insurance assumed by the **insured** under contract or agreement provided that full conduct and control of all claims is vested in the **Company**

Provided that the **Company** will not be liable for

- a the amount of the **excess** specified in the Schedule in respect of each and every claim for loss of or **damage** to property
- b liquidated **damages** fines or penalties
- c loss of or **damage** to contract works in respect of which the **insured** is required to effect insurance under the terms of any contract or agreement
- d liability arising from **products**
- e liability in respect of any indirect or consequential loss arising from a breach of contract by the **insured** not related to physical loss of or physical **damage** to material property or **injury** to any person
- f any amount in **excess** of the Limit of Indemnity specified in the Schedule in respect of or arising out of any one occurrence attributable to one original cause or source

2 Products inefficacy

The **Company** will indemnify the **insured** in respect of liability in accordance with the cover provided by this Section arising from or out of **products inefficacy** occurring within the **territorial limits** during the Period of Insurance

Provided that the **Company** will not be liable for

- a the amount of the **excess** specified in the Schedule in respect of each and every claim for loss of or **damage** to property
- b any amount in **excess** of the Limit of Indemnity specified in the Schedule in respect of any one occurrence or in the aggregate in any one Period of Insurance

3 Wrongful arrest

The **Company** will indemnify the **insured** in respect of all sums which the **insured** shall become legally liable to pay as compensatory **damages** arising from or out of **wrongful arrest** committed or alleged to have been committed by the **insured** or any **director partner** or **employee** occurring within the **territorial limits** during the Period of Insurance in the course of the **business**

The **Company** will also indemnify the **insured** in respect of the amount of any cost incurred with the written consent of the **Company** in the investigation adjustment or defence of any claim or proceedings which may be brought against the **insured** any **director partner** or **employee** in connection with such **wrongful arrest**

Provided that the **Company** will not be liable for

- a the amount of the **excess** specified in the Schedule in respect of each and every claim
- b liability assumed by the **insured** under any written contract or agreement unless the **Company** has provided its written agreement thereto
- c claims made or brought against the **insured** by any **director partner** or **employee** or any member of their families
- d any liability to persons other than those the subject of **wrongful arrest**
- e the cost of any fines or penalties
- f any amount in **excess** of the Limit of Indemnity specified in the Schedule in respect of or arising out of any one occurrence

4 Loss of keys

The **Company** will indemnify the **insured** against all sums which the **insured** shall become liable to pay

- a as a direct result of the **insureds** customers **keys** being lost whilst in the custody or control of the **insured** or any **director partner** or **employee** in connection with the **business** and such loss necessitates the replacement changing or alteration of locks at the **insureds** customers premises and/or the necessary temporary protection of the **insureds** customers premises
- b in respect of any consequential loss arising therefrom occurring within the **territorial limits** during the Period of Insurance

Provided that the **Company** will not be liable for

- i the amount of any **excess** specified in the Schedule in respect of each and every claim
- ii any amount in **excess** of the Limits of Indemnity specified in the Schedule during any one Period of Insurance

5 Financial loss

for the purpose of this Extension:

Financial Loss means a pecuniary loss cost or expense incurred other than by the **insured** or any **director partner** or **employee**

The **Company** will indemnify the **insured** against legal liability for **damages** and claimants' costs and expenses in respect of any claim for Financial Loss first made against the **insured** during the Period of Insurance in connection with the **business** within Great Britain Northern Ireland the Channel Islands or the Isle of Man

Provided that

- a the liability of the **Company** in respect of all claims made against the **insured** during any Period of Insurance including costs and expenses incurred by the **Company** or with the **Company's** consent in the defence and settlement of any claims shall not exceed in the aggregate the amount specified in the Schedule as the Limit of Indemnity for this Extension
- b the **Company** will not be liable for
 - i liability arising
 - a under any contract or agreement
 - b from the non-performance non-completion or delay in completion of any contract or agreement
 - c from breach of contract
 - d from libel slander deceit injurious falsehood or infringement of patents copyright patent trade name trade mark or registered design
 - e from any professional act error omission or advice
 - f out of any deliberate act or omission by the **insured** or any **director partner** or **employee** and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - ii liability for penalty sums fines liquidated **damages** or payments due under any statutory regulation or bye-law
 - iii Financial Loss resulting from
 - a obstruction trespass nuisance or interference with any right of way light air or water
 - b the cost of removal repair recovery alteration replacement demolition breaking out dismantling making good or recall of any materials goods or other property supplied installed or erected by or on behalf of the **insured**
 - iv claims arising out of
 - a **injury** to any person or physical loss of or physical **damage** to material property
 - b the exposure of persons buildings or property to asbestos
 - c any circumstances notified to previous insurers or circumstances known to the **insured** at the inception of this Extension which may give rise to a claim for Financial Loss
 - v the **excess** shown in the Schedule for this Extension or the first 10% of each and every claim subject to a minimum amount of £1,000 and a maximum amount of £5,000
- c if during the period of this Policy the **insured** becomes aware of any circumstances which may be likely to give rise to a claim falling under this Extension and the **insured** gives written notice to the **Company** of such circumstances during the Period of Insurance any claim which may subsequently be made against the **insured** arising out of the circumstances of which notification has been given shall be deemed to be a claim arising during the period of this Policy whenever such claim may actually be made

6 Cross liabilities

if this Policy is issued in the joint names of more than one **insured** the **Company** will indemnify each of them as though a separate Policy had been issued to each of them

Provided that the total liability of the **Company** in respect of any occurrence or series of occurrences attributable to one original cause or source shall not exceed the Limit of Indemnity stated in the Schedule

7 Legal costs and expenses

The **Company** will pay in addition to the Limit of Indemnity legal costs and expenses incurred with its written consent for

- a representation at any coroners inquest or inquiry in respect of any death
- b defending in any court of summary jurisdiction or any proceedings in respect of any act or omission which may be the subject of indemnity under this Section

8 Defective premises act 1972

the **Company** will indemnify the **insured** against liability for **injury** loss or **damage** arising solely by reason of Section 3 of the Defective Premises Act 1972 in connection with premises previously owned by the **insured** for purposes pertaining to the **business** and since disposed of by the **insured**

Provided that the **Company** will not be liable

- a for **injury** loss or **damage** happening prior to the disposal of the premises
- b for the costs of remedying any defect or alleged defect in the premises disposed of
- c if the **insured** is entitled to indemnity from any other source

9 Legal defence costs

The **Company** will be liable for all costs and expenses incurred with its written consent in respect of the defence of

- a the **insured**
- b at the **insured's** request any **director partner** or **employee** against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of
 - i the Health and Safety at Work etc Act 1974
 - ii the Health and Safety at Work (Northern Ireland) Order 1978
 - iii Part II of the Consumer Protection Act 1987

Provided that

- a the offence under such legislation
 - i is alleged to have been committed during the Period of Insurance in connection with the **business** within the **territorial limits**
 - ii relates to the health safety and welfare of any person other than a **director** or **employee**
- b the **Company** will not be liable for
 - i the cost of any fine or penalty
 - ii legal costs and expenses where indemnity is provided by any other insurance
 - iii legal costs and expenses arising out of any deliberate act or omission by the **insured** or any **director partner** or **employee**

10 Leased and rented premises

the **Company** will indemnify the **insured** against legal liability for loss or **damage** to premises hired to or rented to the **insured** for the purpose of the **business** within the **territorial limits**

Provided that the **Company** will not be liable in respect of

- a the first £100 of such loss or **damage** caused otherwise than by fire or explosion
- b liability for loss or **damage** assumed by the **insured** under a tenancy or other agreement which would not have attached in the absence of such agreement

Public And Products Liability Section – continued

11 Motor contingent liability

the **Company** will indemnify the **insured** against legal liability arising out of the use by any **employee** for the purposes of the **business** of any motor vehicle not belonging to or provided by the **insured**

Provided that the **Company** will not be liable

- a for loss of or **damage** to such motor vehicle or property conveyed therein or thereon
- b for **injury** loss or **damage** arising while such vehicle is being driven by the **insured** or any **partner** or **director**
- c for **injury** to any **employee**
- d for **injury** loss or **damage** occurring outside any country within the European Union
- e if indemnity is provided under any other insurance or security

12 Mechanical plant as a tool of trade

the **Company** will indemnify the **insured** in respect of liability arising out of ownership or use of mechanically propelled plant whilst such plant is being used as a tool of trade within the **territorial limits**

Provided that the **Company** will not be liable for any liability

- a in connection with any watercraft hovercraft or aircraft
- b if indemnity is provided under any other insurance or security
- c which is required to be insured under any road traffic legislation or is the subject of other security

13 Indemnity to principal

the **Company** will indemnify any **principal** in respect of the legal liability of such **principal** arising out of work carried out by the **insured** under a contract or agreement

Provided that

- a the terms of such contract or agreement require the extension of such indemnity to the **principal**
- b an indemnity would have been provided under this Section had the claim been made against the **insured**
- c the **principal** complies with and is subject to the terms Conditions and Exclusions of this Policy in so far as they can apply
- d the conduct and control of all claims is vested in the **Company**

14 Data protection act 1998

the **Company** will indemnify the **insured** against legal liability to pay **damages** for **damage** or distress under the provisions of Section 13 of the Data Protection Act 1998

Provided that

- a the act or omission from which liability arises is committed during the Period of Insurance in connection with the **business**
- b the **insured** is correctly registered in accordance with the requirements of the Data Protection Act 1998 or has applied for such registration which has not been refused or withdrawn
- c the **Company** will not be liable for
 - i liability arising from
 - a the processing of data for reward
 - b the determining of the financial status of a person

- c a deliberate act or omission by the **insured** or any **director partner** or **employee** from which liability could reasonably be expected by the **insured** or such **director partner** or **employee** having regard to the nature and circumstances of such act or omission
 - d any agreement which would not have attached in the absence of such agreement
- ii liability if indemnity is provided under any other insurance
 - iii any fine or penalty
 - iv any costs of replacing reinstating rectifying destroying or erasing any data
 - v any amount in **excess** of the Limit of Indemnity stated in the Schedule

15 Overseas personal liability

the **Company** will indemnify the **insured** or any **director partner** or **employee** or any family member accompanying them against legal liability incurred in a personal capacity arising out of accidental

- a **injury** to any person
- b physical loss of or physical **damage** to material property occurring during the Period of Insurance within the territories stated in (2) of the **territorial limits** during temporary visits in connection with the **business**

Provided that

- a the conduct and control of all claims is vested in the **Company**
- b any person entitled to indemnity under this Extension complies with and is subject to the terms Conditions and Exclusions of this Policy in so far as they can apply
- c the liability of the **Company** will not exceed the Limit of Indemnity stated in the Schedule
- d the **Company** will not be liable for
 - i liability arising from
 - a any business profession or trade
 - b the ownership or occupation of land or buildings
 - c the ownership possession or use of
 - firearms (other than sporting guns)
 - mechanically propelled vehicles and anything attached to them
 - craft intended to travel through air or space
 - hovercraft and watercraft (other than non mechanically propelled craft less than 9 metres in length used on inland waters)
 - animals (other than pet domestic animals)
 - d property held in trust
 - e **injury** to the **insured** or such **director partner** or **employee** or family member accompanying them
- ii liability more specifically insured
- iii liability arising under contract or agreement unless the liability would have arisen in the absence of such contract or agreement
- iv the amount of the **excess** specified in the Schedule in respect of each and every claim for loss of or **damage** to property

16 Court attendance compensation

In the event of any of the undermentioned persons attending court as a witness at the request of the **Company** in connection with a claim in respect of which the **insured** is entitled to indemnity under this Section the **Company** will provide compensation to the **insured** at the following rates per day for each day on which attendance is required

- a any **director** or **partner** £500
- b any **employee** £250

Sub-Section 1 - Professional Indemnity

This Sub-Section operates and shall be read independently of the Public and Products Liability Section and is operative only if a Limit of Indemnity is shown for Sub-Section 1 – Professional Indemnity in the Schedule

The insurance provided by this Sub-Section is on a claims-made basis which means that the **Company** will only handle claims first made and notified to the **Company** in accordance with General Condition 7 during the Period of Insurance

The **Company** will indemnify the **insured** against all sums which the **insured** shall become legally liable to pay as **damages** and claimants costs and expenses in respect of any breach of the **insureds** professional duty that results in a **circumstance** or claim against the **insured** for

- a economic loss not accompanied by **injury** or **damage** including economic loss arising from a term implied into a contract by virtue of section 14 of the Sale of Goods Act 1979 or section 13 of the Supply of Goods and Services Act 1982 (or any amending legislation)
- b accidental **injury** and/or **damage** to physical property not caused by any **products** including economic loss consequent upon such **injury** or **damage**
- c unintentional breach infringement or unauthorised use of confidential information trade secrets copyrights trademarks designs or computer routines and programs not owned by the **insured** and committed in good faith
- d **damage** to **documents** not owned by the **insured**
- e unintentional defamation

Provided that such **circumstance** or claim

- i is discovered by the **insured** made against the **insured** or intimated to the **insured** for the first time during the Period of Insurance
- ii is notified to the **Company** during the Period of Insurance
- iii arises from a negligent act error or omission committed by the **insured** on or after the **retroactive date** and does not form part of an inter-related series of acts errors omissions or events which commenced prior to the **retroactive date**
- iv arises in connection with the conduct of the **business** by the **insured** within the **territorial limits**

Limit of indemnity

the maximum liability of the **Company** in respect of all indemnity payable under this Sub-Section and Extensions of this Sub-Section in respect of any one claim or **series of claims** arising directly or indirectly from one source or originating cause will not exceed the Limit of Indemnity stated in the Schedule

Provided that the liability of the **Company** for all indemnity payable in respect of or arising out of **damage** to **documents** not owned by the **insured** shall not exceed £100,000 in the aggregate in respect of all claims made in any one Period of Insurance

Special Definitions

The words defined below will have the same meaning wherever they appear in bold in this Sub-Section and not as defined elsewhere in this Policy

Asbestos

means fibres or particles of or any material or mixture containing crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite

Employee

means any person who is or was at the time of any **circumstance** or claim under a contract of service or apprenticeship with the **insured** whilst working under the **insureds** control or supervision in the conduct of the **business**

Pollution

means pollution consequent pollution seepage or contamination caused by contributed to by or arising from any electronic solid liquid gaseous or thermal irritant or contaminant including but not limited to electromagnetic fields noise radio waves smoke vapour water-borne disease soot fumes acids alkalis chemicals and waste

Waste includes material to be recycled reconditioned or reclaimed

This Definition shall not include pollution or contamination caused by contributed to by or arising from **asbestos**

Exclusions

these apply in addition to the other Exclusions in this Sub-Section and the General Exclusions The **Company** will not be liable for

1 Fraud and dishonesty

Any claim arising out of dishonest or fraudulent action save to the extent that such claim arises by reason of and is solely and directly caused by the actual or alleged dishonest or fraudulent action of any **partner** or **director** (whether committed alone or in collusion with others) and results in any client of the **insured** suffering a loss provided always that

- a no indemnity shall be afforded in respect of any claim arising out of such dishonest or fraudulent action on the part of any party committing or condoning such dishonest or fraudulent action
- b no indemnity shall be afforded in respect of any claim arising out of such dishonest or fraudulent action which was known or ought reasonably to have been known to the **insured**
- c any claim or **series of claims** arising out of dishonest or fraudulent action whether of a similar nature or otherwise committed by a person or persons acting in collusion with others shall for the purposes of this Sub-Section be treated as one claim and only one limit of indemnity shall apply
- d the **insureds** annual accounts (and client accounts where applicable) have been certified by an independent and properly qualified accountant or auditor

2 Property transport and occupiers liability

- a any claim arising from the ownership possession or use by the **insured** of any buildings premises structures land aircraft watercraft or vehicle
- b any claim for **damage** to property owned by leased hired rented or entrusted to the **insured** or otherwise in the **insureds** care custody or control save that this Exclusion shall not apply in respect of claims for **damage** to **documents** not owned by the **insured**
- c the cost of repairing or replacing materials or goods sold or supplied or of rectifying defective workmanship

3 Pollution

any claim caused by contributed to by or arising out of pollution

4 Products liability

any claim caused by or arising from any **products**

5 Controlling interest

any claim arising from or brought by

- a any firm company or organisation in which the **insured** has a controlling interest or
- b any entity that has a controlling interest in the **insured** by virtue of their having a majority financial or executive interest in the **insureds** operation

unless such claim originates from a source independent of such firm company organisation or entity whereupon the maximum amount payable by the **Company** shall be limited to the amount of compensation paid to such party together with the **insureds** costs as defined by Extension 1 - Costs

6 Joint ventures

any claim arising from a partnership or joint venture of which the **insured** is a member

7 Subrogation

any claim in respect of which the **insured** has agreed to exclude or limit its rights of recovery from another party unless the **Company** has approved such agreement and endorsed this Policy accordingly

8 Patent infringement

any claim arising from the **insureds** infringement of any patent

9 Liability under an agreement

any claim arising from liability assumed under any contract or agreement where such liability would not have arisen in the absence of such contract or agreement

10 Asbestos

any claim caused by contributed to by or arising from asbestos (including any claim arising from the fear of suffering **injury** as a result of actual or suspected exposure to asbestos)

11 Injury to employees

any claim arising from **injury** to any **employee** where such **injury** arises out of and in the course of employment by the **insured**

12 Trading losses

any claim arising out of or in connection with the insolvency of the **insured** (including any claim made by the **insureds** liquidator provisional liquidator or administrator) or any trading losses or trading liabilities incurred by any **business** managed or carried on by the **insured**

13 Previous claims and circumstances

any claim **circumstance** or occurrence which has been notified or is notifiable under any other policy or certificate of insurance attaching prior to the effective date of this Sub-Section or which would have been notifiable had the **insured** not been uninsured at the time the **insured** first became aware of such claim **circumstance** or occurrence

14 Deliberate acts and known defects

any claim caused by or arising from

- a any deliberate act error or omission of the **insured**
- b the specification of or provision by the **insured** of any **products** or the provision by the **insured** of any service which the **insured** knew or which the **insured** ought reasonably to have known to be deficient or ineffective and incapable of substantially fulfilling the essential purpose for which it is intended or to perform as specified warranted (whether express or implied) or guaranteed

15 Other insurances

any claim where the **insured** is entitled to indemnity under any other insurance except in respect of any **excess** beyond the amount which would have been payable under such insurance had this Sub-Section not been effected However if any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy whether in whole or in part or from contributing proportionately then the liability of the **Company** hereunder shall be limited to any **excess** beyond the amount which would have been payable under such other insurance had this Sub-Section not been effected

Sub-Section 1 - Professional Indemnity – continued

16 Directors and officers liability

- a any claim against the **insured** in the **insureds** capacity as a director officer or trustee in respect of the **insureds** performance or non-performance of the **insureds** duties as a director officer or trustee
- b any claim made against the **insured** or any **principal partner director** or executive officer of the **insured** in respect of a breach of his legal duty to manage the **insured** in accordance with his legal and/or regulatory obligations

17 Unethical conduct

any claim made in respect of any actual or alleged violation of any law relating to unconscionable conduct any anti-trust or competition law or other law prohibiting restraint of trade **business** or profession

18 USA and Canada

any claim made or action instituted

- a within the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada
- b 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

19 Excess

the amount of the **excess** specified in the Schedule or any lesser amount for which any claim may be settled in respect of any one claim or **series of claims**

20 Excluded locations

any claim caused by or arising from

- a out of or in connection with work on or in
- b the provision of any service advice design formula plan or specification in connection with any
 - i docks harbours or railways
 - ii watercraft or offshore gas or oil installations
 - iii chemical or petrochemical works oil or gas refineries or oil or gas storage facilities
 - iv airports airfields or aircraft
 - v collieries mines or quarries
 - vi power stations
 - vii installation where nuclear processing is undertaken

21 Computer virus

any claim caused by or arising from the transmission of any **Computer virus**

22 Design and construct/supply

any claim arising from the provision of any advice design or specification where the **insured** contracts to

- a manufacture construct erect or install or
 - b supply materials or equipment
- provided that this Exclusion shall not apply to project models or displays

Conditions

the following conditions apply in addition to the General Conditions

1 Discharge of liability

The **Company** having been advised of a claim or **circumstance** under this Sub-Section will be entitled to pay to the **insured** in settlement of its liability for all claims or **series of claims** arising directly or indirectly from one source or originating cause either

- a the Limit of Indemnity (less any amounts already paid as **damages**) or
- b such other amount for which the claim or claims may be settled

The **Company** will then relinquish control of and be under no further liability in respect of such claim or claims except for costs and expenses incurred up to the date of such payment

If a payment exceeding the Limit of Indemnity has to be made to dispose of a claim or **series of claims** the liability of the **Company** to pay costs and expenses in connection therewith shall be limited to such proportion of the said costs and expenses as the Limit of Indemnity bears to the amount paid to dispose of such claim or **series of claims**

The **Company** shall not have a duty to defend any legal proceedings in respect of any claim or **series of claims** after the relevant Limit of Indemnity has been exhausted by payment to the **insured** in settlement of its liability

The **Company** will not be liable for any loss which the **insured** may claim to have sustained by reason of the **Company** having exercised its rights under this Condition

2 Excess

- a The **Company** shall only be liable for that part of each and every claim (excluding the costs and expenses incurred in the investigation defence and settlement of such claim) which exceeds the amount of the **excess** specified in the Schedule
- b The amount of the **excess** specified in the Schedule shall not apply to claims where the sole payment is made under Extension 1 - Costs

Extensions

these Extensions are subject to all other terms Conditions and Exclusions of the Policy

1 Costs

The **Company** will pay in addition to the Limit of Indemnity

- a £300 per person for every day that any **principal partner director** or **employee** is required by the **Company's** legal representatives to attend court
- b the fees of any accountant or other professional advisor to substantiate the amount of any loss for the dishonest or fraudulent action of any **partner** or **director** in connection with any claim or **circumstance** under this Sub-Section provided that all such costs are incurred with the prior written consent of the **Company**

- c all other costs and expenses incurred with the **Company's** written consent by the **Company** or the **insured** in respect of any one claim or **series of claims**

2 Irrecoverable fees

the **Company** may at its own discretion and subject to giving its prior written consent reimburse the **insured** up to the value of any fee owed to the **insured** by any client of the **insured** where such client is alleging that the **insured** is in breach of its professional duty and where in the sole opinion of the **Company** a valid claim is likely to be made against the **insured** in respect of such breach for which this Sub-Section would provide indemnity

Provided that such breach

- a first becomes known to the **insured** during the Period of Insurance
- b is notified to the **Company** during the Period of Insurance
- c arises from a negligent act error or omission committed on or after the **retroactive date**
- d arises in connection with the **business** within the **territorial limits**

Money Section

The Money Section is operative only if Money is shown as an **insured** Section in the Schedule

The **Company** will indemnify the **insured** against liability for loss of or **damage to money** belonging to customers of the **insured** occurring within the **territorial limits** in connection with the **business** during the Period of Insurance

provided always that the insurance by this Section shall commence from the time that the **insured** accepts responsibility in writing for each consignment of **money** and shall cease upon acceptance in writing by the customer or other consignee

Limit of indemnity

the liability of the **Company** in respect of all indemnity payable under this Section and Extensions of this Section in respect of or arising out of any one occurrence attributable to one original cause or source will not exceed in the aggregate the Limit of Indemnity stated in the Schedule

Exclusions

these apply in addition to the General Exclusions

The **Company** will not be liable for

- 1 loss of or **damage to money** occurring outside the **territorial limits**
- 2 depreciation shortages errors omissions or direct or indirect consequential loss of any kind
- 3 loss of or **damage to money** from any unattended conveyance
- 4 the amount of any **excess** specified in the Schedule in respect of each and every claim

Extensions

these Extensions are subject to all other terms Conditions and Exclusions of the Policy

1 Theft by employees

the **Company** will indemnify the **insured** against liability for loss of **money** belonging to customers of the **insured** occurring during the Period of Insurance arising out of theft dishonesty fraud or embezzlement by any **employee director** or **partner** discovered within seventy-two hours of its occurrence

Provided that

- a the hours of Saturdays Sundays and official Public Holidays shall not be included in the calculation of the discovery period

- b the **Company** has not declined to provide Fidelity Guarantee Insurance to the **insured**
- c the total liability of the **Company** in respect of any occurrence or series of occurrences attributable to one original cause or source will in no circumstances exceed in the aggregate the Limit of Indemnity stated in the Schedule

2 Additional expenses

the **Company** will indemnify the **insured** against liability in respect of claims made by customers of the **insured** for additional expenses incurred by such customers in making up duplicate payroll and/or for payment of overtime wages for **employees** of such customers as a result of such **employees** having to wait after their normal working hours for their pay following loss for which the **Company** has provided indemnity under this Section

Provided that the **Company** will not be liable under this Extension for any amount in **excess** of £2,000

3 Safes and clothing

in addition to the Limit of Indemnity stated in the Schedule for **money** the **Company** will also indemnify the **insured** against the cost of loss of or **damage to**

- a safes on the **insureds** own premises containing customers' **money** arising from theft or attempted theft
- b clothing of any **director partner** or **employee** arising from robbery or attempted robbery of customers' **money** provided that the **Company** will not be liable under this Extension for any amount in **excess** of £500 in respect of each person's clothing

Conditions

these Conditions apply in addition to the General Conditions

1 Carriage of money in vehicles

it is a condition precedent to the liability of the **Company** under this Section that in respect of all operations of the **insured** involving the carriage or custody in motor vehicles of **money** with a value in **excess** of £5,000 belonging to customers of the **insured** there shall be not less than two **employees** in each vehicle carrying such **money** unless the **Company** has provided its prior written agreement otherwise

Fidelity Guarantee Section

The Fidelity Guarantee Section is operative only if Fidelity Guarantee is shown as an **insured** Section in the Schedule

The **Company** will indemnify the **insured** for direct loss of **money** or goods belonging to the **insured** or to customers of the **insured** caused by any act of **theft** committed during the Period of Insurance by an **employee** normally resident within the **territorial limits** and discovered not later than 12 months after the termination of

- a this insurance
 - b the employment of the **employee** committing such act of **theft**
- whichever occurs first

Limit of indemnity

the liability of the **Company** under this Section in respect of any One Claim caused by the **employee** shall not exceed the Limit of Indemnity stated in the Schedule

In the event that **one claim** is caused by two or more **employees acting in collusion** the liability of the **Company** in all shall not exceed the Limit of Indemnity stated in the Schedule Irrespective of the number of Periods of Insurance during which this insurance (and any insurance issued in substitution therefor) shall remain in force the total liability of the **Company** in respect of any **one claim** shall not exceed the Limit of Indemnity stated in the Schedule

Exclusions

These apply in addition to the General Exclusions The **Company** will not be liable for

- 1 loss of interest or consequential loss of any kind
- 2 the amount of the **excess** specified in the Schedule in respect of any **one claim**
- 3 loss caused by an act of any **employee** committed prior to the inclusion of that **employee** under this Section
- 4 further acts of **theft** by an **employee** immediately following the discovery by the **insured** of an act of **theft** by that **employee**

Special definitions

the words defined below will have the same meaning wherever they appear in bold in this Section and not as defined elsewhere in this Policy

Acting in collusion

means all circumstances where two or more **employees** are concerned or implicated together or materially assist each other in committing the acts of **theft**

Employee

means any person

- a under a contract of service or apprenticeship with the **insured** or
- b undergoing training under any Government approved training scheme under the control of the **insured** whilst in the service of the **insured** in connection with the **business** within the **territorial limits**

The term **employee** shall include

- a any **director** if such person
 - i is also employed by the **insured** under a contract of service and
 - ii controls no more than 5% of the issued share capital of the insured company or of any subsidiary of the insured company
- b any person retired from full time employment with the **insured** who is working for the **insured** as a consultant under the control or direction of the **insured**

One claim

means all acts of **theft** throughout the continuation of this insurance (or any insurance issued in substitution therefor or for which this insurance is substituted) committed by one individual **employee** or by two or more **employees acting in collusion**

Territorial limits

means England Scotland Wales the Channel Islands and the Isle of Man

Theft

means any act of fraud or dishonesty by an **employee** committed with the clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the **employee** to receive such gain other than salaries fees commission or other **employee** benefit earned in the normal course of employment

Fidelity Guarantee Section – continued

Conditions

to the extent these conditions are able to take effect as conditions precedent to the liability of the **Company** under this Section they are deemed to be conditions precedent to the liability of the **Company** and apply in addition to the General Conditions

1 Non contribution

if at the time of any loss of **money** or goods belonging to the **insured** or to customers of the **insured** or at the time a claim for such property arises the **insured** is or would but for the existence of this Insurance be entitled to indemnity under any other insurance or to recover under any guarantee or indemnity fund the **Company** shall not be liable for more than its rateable proportion thereof and the **insured** will declare to the **Company** the existence and terms of any other such insurance guarantee or fund and will do all things necessary to secure payment of the relevant proportion of the claim by the other insurance guarantee or fund

2 Money due to employees

If upon discovery of any loss

- a any **money** of the **employee** responsible for such act of theft in the **insureds** possession and
- b any **money** salary fee or commission which but for the **employees theft** would have been due to the **employee** from the **insured**

is legally withheld by the **insured** and remains in the **insureds** possession after termination of the employment of such **employee** the total of such sums shall be deducted by the **Company** from the amount of the loss

3 Money recovered

In the event that the **insureds** claim exceeds the Limit of Indemnity any **money** recovered less costs incurred in recovery shall accrue

- a firstly to the benefit of the **insured** to reduce or extinguish the amount of the **insureds** loss (but not the **excess**)
- b thereafter to the benefit of the **Company** to the extent of the claim paid or payable and
- c finally to the benefit of the **insured** where the **excess** has been deducted from the claim

4 Obtaining reimbursement

the **insured** shall give all reasonable assistance to the **Company** in suing for and obtaining reimbursement from any **employee** responsible for any act of theft in respect of losses paid or payable under this insurance

To make a claim, call 0370 600 2123
Please add this number to your mobile phone

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