

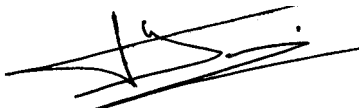
# DARWIN CLAYTON SECURITY POLICY

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  
Ageas House  
Hampshire Corporate Park  
Templars Way  
Eastleigh, Hampshire  
SO53 3YA

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.

# CONTENTS

	Page number
CUSTOMER SERVICE	3-4
DEFINITIONS	5-7
GENERAL CONDITIONS	8-12
GENERAL EXCLUSIONS	13-14
EMPLOYERS LIABILITY SECTION	15-18
PUBLIC AND PRODUCTS LIABILITY SECTION	19-31
- SUB-SECTION 1 – PROFESSIONAL INDEMNITY	32-38
MONEY SECTION	39-41
FIDELITY GUARANTEE SECTION	42-44

## 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](mailto: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: 0870 600 2123  
Email: [claims.commercial@ageas.co.uk](mailto:claims.commercial@ageas.co.uk)

## How to make a complaint

We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell us your name and your claim number or policy number and the reason for your complaint.

We may record phone calls.

For complaints about claims, contact the Claims Director at:

Ageas Insurance Limited  
Commercial Insurances Claims Centre  
1 Port Way  
Port Solent  
Portsmouth  
PO6 4TY

Phone: 0844 748 0117  
Email: [claims.director@ageas.co.uk](mailto:claims.director@ageas.co.uk)

For complaints about your policy, contact the Commercial Schemes Manager at:

Ageas Insurance Limited  
6<sup>th</sup> Floor  
One America Square  
17 Crosswall  
London  
EC3N 2LB

Phone: 0844 892 2114  
Email: [schemes.commercial@ageas.co.uk](mailto:schemes.commercial@ageas.co.uk)

We promise to:

- Acknowledge your complaint within five days of receiving it;
- Have your complaint reviewed by a senior member of staff;
- Tell you the name of the person managing your complaint; and
- Respond in full to your complaint within 28 days. If this is not possible for any reason, we will write to you to explain why we have not been able to settle the matter quickly. We will also let you know when we will contact you again.

Calls to 0870 numbers will cost no more than calls to 01 or 02 numbers in the UK. Calls from mobile phones may cost more. Calls to 0844 numbers cost less than 5p per minute from a BT line. Other network charges will vary.

#### Financial Ombudsman Service

If you are not happy with our final decision, you may be able to pass your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review your case.

Their address is:

The Financial Ombudsman Service  
South Quay Plaza  
183 March Wall  
London  
E14 9SR.

Phone: 0800 023 4567 if calling from a landline or 0300 123 9123 if calling from a mobile

You can visit the Financial Ombudsman Service website at [www.fos.org.uk](http://www.fos.org.uk)

The ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. You can get more information from us or the ombudsman.

If you take any of the action mentioned above, it will not affect your right to take legal action.

#### Regulation

Ageas Insurance Limited is authorised and regulated by the Financial Services Authority. You can check their website ([www.fsa.gov.uk](http://www.fsa.gov.uk)), which includes a register of all the firms they regulate. Or you can phone them on 0845 606 1234.

#### Financial Services Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS).

If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 020 7741 4100.

# DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters 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

## DEFINITIONS (continued)

### 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

### 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

### PRODUCT

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 PRODUCT 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

## DEFINITIONS (continued)

### REMEDICATION

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 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 PRODUCT

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



## GENERAL CONDITIONS (continued)

### 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
- (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

## GENERAL CONDITIONS (continued)

### 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 GOVERNING THE POLICY

Where the INSURED is an individual the INSURED has the right to choose the law which shall apply to this contract  
However the law of England shall apply unless otherwise agreed in writing by the COMPANY  
Otherwise any dispute or difference concerning liability under or interpretation of this Policy will be governed by and construed in accordance with English law and the INSURED will submit any such dispute or difference to the exclusive jurisdiction of the English Courts

### 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

## GENERAL CONDITIONS (continued)

### 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
  - (i) British Standard BS7858 Code of Practice for Security Screening of Personnel employed in a Security Environment and/or British Standard BS7499 Manned Security Services Part 1, Code of Practice for Static Guarding and Mobile Control Services 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 or
  - (ii) British Standard BS7960 Code of Practice for Door Supervisors/Stewards or any amendment thereto in respect of EMPLOYEES engaged in door supervising activities or stewarding work

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

## GENERAL CONDITIONS (continued)

### 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

# 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

## GENERAL EXCLUSIONS (continued)

### 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 Section is operative only if Employers Liability is shown as an Insured Section 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

## EMPLOYERS LIABILITY SECTION (continued)

### EXCLUSIONS

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

The COMPANY will not be liable for

#### 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



# EMPLOYERS LIABILITY SECTION - 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 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

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

## EMPLOYERS LIABILITY SECTION - EXTENSIONS (continued)

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

### 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 PRODUCTS 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 PRODUCT or of rectifying defective workmanship or the replacement cost of any PRODUCT or the cost of making any refund in respect of any PRODUCT
- 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

## PUBLIC AND PRODUCTS LIABILITY SECTION (continued)

### EXCLUSIONS - continued

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

The COMPANY will not be liable for

#### 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

## PUBLIC AND PRODUCTS LIABILITY SECTION (continued)

### EXCLUSIONS - continued

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

The COMPANY will not be liable for

- 7 POLLUTION (continued)  
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 securityProvided 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

## PUBLIC AND PRODUCTS LIABILITY SECTION (continued)

### EXCLUSIONS - continued

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

The COMPANY will not be liable for

#### 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

## PUBLIC AND PRODUCTS LIABILITY SECTION (continued)

### EXCLUSIONS - continued

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

The COMPANY will not be liable for

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 PRODUCT 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

## PUBLIC AND PRODUCTS LIABILITY SECTION (continued)

### EXCLUSIONS - continued

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

The COMPANY will not be liable for

- 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)
  
- 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



# PUBLIC AND PRODUCTS LIABILITY SECTION - 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

## PUBLIC AND PRODUCTS LIABILITY SECTION - EXTENSIONS (continued)

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

### 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

## PUBLIC AND PRODUCTS LIABILITY SECTION - EXTENSIONS (continued)

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

### 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 COMPANYS 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 plans 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

## PUBLIC AND PRODUCTS LIABILITY SECTION - EXTENSIONS (continued)

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

### 5 FINANCIAL LOSS (continued)

- (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

## PUBLIC AND PRODUCTS LIABILITY SECTION - EXTENSIONS (continued)

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

### 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 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
  - (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

### 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

## PUBLIC AND PRODUCTS LIABILITY SECTION - EXTENSIONS (continued)

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

### 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

## PUBLIC AND PRODUCTS LIABILITY SECTION - EXTENSIONS (continued)

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

### 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 PRODUCT 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



## SUB-SECTION 1 - PROFESSIONAL INDEMNITY - SPECIAL DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters 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

## SUB-SECTION 1 - PROFESSIONAL INDEMNITY - 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 PRODUCT LIABILITY

any claim caused by or arising from any PRODUCT

### 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

## SUB-SECTION 1 - PROFESSIONAL INDEMNITY - EXCLUSIONS (continued)

- 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 INFRI NGEMENT  
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 PRODUCT 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 - EXCLUSIONS (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

## SUB-SECTION 1 - PROFESSIONAL INDEMNITY - 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

## SUB-SECTION 1 - PROFESSIONAL INDEMNITY - 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 COMPANYS 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 COMPANYS 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

# MONEY SECTION - 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



## MONEY SECTION - 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

## FIDELITY GUARANTEE SECTION - SPECIAL DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters 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 – 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