



# Exclusively Recruitment

## Policy Wording

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**To make a claim, call 0845 122 3283**  
Please save this number to your mobile phone

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# Exclusively Recruitment 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 Ageas Insurance Limited



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 agent 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.

## Important Notice

You have a duty to disclose all material and relevant facts to the **Company**. Failure to tell us of anything which may increase the risk may invalidate the policy or lead to claims not being paid.

You must also take all reasonable care to prevent accidents, injury or disease. In particular you should:

- keep all work equipment and premises in good and safe condition
- exercise care in the selection and management of employees
- comply with all statutory obligations and regulations.



# How to Make a Claim

This policy contains conditions on your duties in the event of a claim. These are detailed in General Conditions 6, 7 and 8 of this document. It is very important that you comply fully with these conditions. If you do not, it may result in a claim not being paid.

To make a claim, contact our commercial claims department on **0845 122 3283**. The line is open 24 hours a day, 365 days a year. Alternatively, you can write to us at:

Commercial Claims Department  
Ageas Insurance Limited  
Ageas House  
The Square  
Gloucester Business Park  
Brockworth  
Gloucestershire  
GL3 4FA

# Making a Complaint

We pride ourselves on our high levels of customer satisfaction. However, should there be an occasion where our service does not live up to your expectations, please let us know and we will do our best to put it right as quickly and fairly as possible.

If your complaint is about:

- a the way this policy was sold to you, please contact your agent to report your complaint
- b your claim, please telephone your personal claim handler on the number shown in your claims documentation.

For any type of complaint, you can email us at [csa.uk@ageas.co.uk](mailto:csa.uk@ageas.co.uk) or write to us at the address shown below:

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

To help us, please include your policy number and claim number if your complaint relates to a claim.

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

- a tell you what we have done to resolve the problem or
- b acknowledge your complaint and let you know when you can expect a full response and tell you 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 2 million and fewer than 10 employees and

- you are dissatisfied with our final response or
- we have not issued our final response within eight weeks from you first raising the complaint.

More details can be found at [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk). You will need to fill in their complaint form available from their website, or they will assist you over the telephone on **0800 023 4567** or **0300 1239 123**.

Alternatively you can write to them at:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

They will only consider your complaint after you've tried to resolve it with us.



# Financial Services Compensation Scheme

Should we be unable to meet our liabilities you may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of your business and the circumstances of the claim. For compulsory insurance you may be entitled to compensation up to 100% of the claim. For all other types of insurance you may be entitled to compensation up to 90% of the claim.

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](http://www.fscs.org.uk).

# 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. Personal Information means any information we have about you and the other people insured under this policy such as any director, officer, partner or employee of your business or any other person connected with your business.

Please note that if you give us false or inaccurate information this could give us the right to avoid this policy or it could impact your ability to claim.

## 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 this 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](http://www.ageas.co.uk).

We will use personal information to arrange and manage this policy, including handling, underwriting and claims and issuing renewal documents and information to you or your agent. 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 publically 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 this policy with us including settling claims
- for underwriting purposes, such as assessing your application and arranging this 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 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 Limited. We may pass information relating to this 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 this 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 this 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:

Data Protection Officer  
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.



# Definitions

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

## Advertisement

means a notice which is broadcast or published to the general public or specific market segments about the **Insured's Products** or services for the purpose of attracting customers or supporters.

## 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 the business of an Employment Agency or Employment Business as defined by the Employment Agencies Act 1973 and any other business described in the schedule and for the purpose of Sub-Sections A - Public and Products Liability and B - Employers' Liability of the Liability Section includes:

- a the provision and management for the benefit of the **Insured, Directors, Partners or Employees** of canteen, social, sports, educational or welfare activities and first aid, fire, security and ambulance services
- b the ownership and routine maintenance and repair of the **Premises** from which the **Business** is conducted
- c 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**.

## Circumstance

means an incident, occurrence, fact, information, matter, act, error, omission or event of which the **Insured** is or should reasonably be aware which could reasonably be foreseen to give rise to a claim against the **Insured** which the **Insured** may become legally liable to pay and which arise out of the exercise and conduct of the **Business**.

## Company

means Ageas Insurance Limited.

## Consequential Loss

Consequential or indirect losses (that is any loss, damage or additional expense, which happens as a result of, or is a side effect of, an event for which this policy provides cover).

This includes but is not limited to:

- a loss of revenue
- b loss of earnings
- c additional travel costs
- d loss assessor fees

e the cost of preparing a claim

f compensation for stress and/or inconvenience.

## Contractor

means any individual contractor (whether trading in their own name or as a limited liability company) placed on a temporary contract or assignment by the **Insured** but only in respect of such temporary contract or assignment.

## Damage

means accidental physical loss or physical damage.

## Director

means a director of the **Insured** where the **Insured** is a Limited Company.

## Documents

means:

- a documents whether written, printed or reproduced by any other method (excluding any bearer bonds, coupons, bank or currency notes or other negotiable instruments)
- b **Electronic Documents** used in connection with the **Business**.

## Electronic Documents

means computer records or any document in electronic format.

## Employee

means any:

- a person under a contract of service or apprenticeship with the **Insured**
- b self-employed person, labour only subcontractor, labour master or person supplied by any of them
- c person seconded to acquire work experience under a scheme or otherwise
- d person hired to or borrowed by the **Insured**
- e voluntary worker
- f a prospective employee who is undergoing practical work experience whilst being assessed by the **Insured** as to their suitability for employment whilst working for the **Insured** in the course of the **Business**.

## Excess

means the amount that will be deducted by the **Company** from the total amount of each and every claim other than claims relating to **Injury** for which there is no **Excess**.

## Injury

means bodily injury, death, illness, disease or shock causing bodily injury.

## Definitions - continued

### 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 shall include any present or past principal **Partner**, **Director** or **Employee** but for the purposes of Sub-Section C – Professional Indemnity of the Liability Section only whilst acting within the scope of their duties in carrying out professional services in the course of the **Business**.

### Medical Treatment

means:

- a any form or type of medical, clinical or surgical advice, diagnosis, treatment or procedure and/or
- b any form of care, aid, assistance or supervision associated therewith or arising therefrom.

### North America

means:

- a the United States of America and Canada
- b any territory
  - i within their jurisdiction
  - ii having a reciprocal enforcement arrangement with them.

### Offshore

means as from the time when the **Insured** or any **Director**, **Partner**, **Employee** or **Contractor** supplied by the **Insured** 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, offshore platform or offshore installation.

### Partner

means a partner of the **Insured** where the **Insured** is a partnership.

### Personal and Advertising Injury

means injury (other than **Injury**) occurring as a direct result of any of the following offences:

- a wrongful or false arrest, detention or imprisonment or malicious prosecution
- b wrongful entry or eviction which interferes with the right of private occupancy
- c oral or written publication of material in any **Advertisement** which constitutes slander or libel or disparages goods, products or services
- d oral or written publication of material which violates the right of privacy of a person
- e misappropriation of advertising ideas in any **Advertisement**
- f infringement of copyright or slogan in any **Advertisement**.

### Physical Loss

means physical loss of or physical damage to material property.

### 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:

- a all pollution or contamination of buildings or other structures, water, and or the atmosphere and
- b all **Injury** or **Physical Loss** directly or indirectly caused by such pollution or contamination

arising from **Polluting or Contaminating or Seeping Substances**.

### Premises

means the buildings and land used for the **Business**.

### Principal

means any public authority, government body, company, firm, organisation or person for whom the **Insured** is undertaking a contract for the provision of work, services or goods.

### Product

means goods or other material property sold, supplied, delivered, installed, erected, processed, repaired, altered, treated or tested by the **Insured** in the course of the **Business** and not within the custody of the **Insured**.

### Proposal

means any signed proposal form and declaration, 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 retroactive date specified in the schedule.

### 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.

### Standard Terms of Business

means the Model Terms of Business recommended by the Recruitment & Employment Confederation or on similar terms of business that include conditions stating that:

- a Employers' and Public Liability risks in respect of **Contractors** supplied by the **Insured** are the responsibility of the **Insured's** client
- b the **Insured** will only be liable for liability involving **Injury** or **Physical Loss** arising from the negligence of the **Insured**.

## Territorial Limits

means:

- a England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man
- b elsewhere in the world in respect of **Injury** arising out of and in the course of employment by the **Insured** in connection with the **Business** sustained by any **Director** or **Employee** normally employed within the territories specified in a) of this definition whilst working temporarily outside such territories provided that any action for damages is brought in the first instance in a court of law within the territories specified in a)
- c elsewhere in the world in respect of **Injury** (other than **Injury** arising out of and in the course of employment by the **Insured** in connection with the **Business** sustained by any **Director** or **Employee**) or **Physical Loss** caused by or arising from the activities (other than manual work in **North America**) of:
  - i the **Insured** or any **Director**, **Partner** or **Employee** normally employed within the territories specified in a) of this definition and occurring during any temporary visit made in connection with the **Business**
  - ii any **Contractor** temporarily engaged outside the territories specified in a) of this definition and occurring in connection with the **Business**
- d elsewhere in the world (excluding **North America**) in respect of **Injury** or **Physical Loss** caused by or arising from any **Product**.

# General Conditions

These apply to all sections of this 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 Terms of Business

It is a condition precedent to any liability of the **Company** under this policy that the **Insured** shall conduct the **Business** on **Standard Terms of Business** or on terms specifically agreed and accepted by the **Company**.

## 2 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**.

## 3 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.

## 4 Alteration of Risk

The **Company** will not be liable for any loss, destruction, damage or liability following:

- a alteration of the **Insured's** premises or occupation thereof or to the **Business** whereby the risk of loss, destruction, damage or liability is increased
- b cessation of the **Insured's** interest except by will or operation of law

unless such alteration is agreed in writing by the **Company**.

## 5 Dishonesty

If any claim under this policy is in any respect dishonest or if any dishonest means or devices are used by the **Insured**, any **Director** or **Partner** or anyone acting on the **Insured's** behalf to obtain any benefit under this policy or if any **Injury**, loss, damage or destruction is occasioned by the wilful act or with the connivance of the **Insured**, any **Director** or **Partner** then all benefits under this policy will be forfeited.

## 6 Other Insurances

If at the time of any loss, damage or **Injury** the **Insured** is or but for the existence of this policy would be entitled to indemnity in respect of such loss, damage or **Injury** under any other insurance the **Company** shall not be liable except in respect of any sum in excess of the amount which is or which would have been payable under such other insurance and the **Insured** will declare to the **Company** the existence and terms of any other such insurance.

## 7 Claims – Company's 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 **Insured's** 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.

## 8 Claims – Insured's Action

Whenever anything occurs which might give rise to a claim under this policy the **Insured** will:

- a immediately notify 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 at their 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 C - Professional Indemnity of the 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.

## 9 Claims – Co-Operation

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

## 10 Cancellation

The **Insured** may cancel this policy within 14 days of receipt of the policy schedule and wording by writing to the **Company** or alternatively, contacting their agent to confirm cancellation. Provided there have been no claims made under this policy and there has been no occurrence which may give rise to a claim under this policy the **Insured** shall be entitled to the return of a proportionate part of the premium paid in respect of the unexpired period of insurance. If a claim has been made the **Company** will deduct the cost of any payments made from any refund due.

After the 14 day period the **Insured** can cancel this policy by giving the **Company** 7 days' notice in writing or alternatively, by contacting their agent. The **Company** will refund a proportionate part of the premium in respect of the unexpired period of insurance provided there have been no claims made under this policy and there has been no occurrence which may give rise to a claim. If a claim has been made the **Company** will deduct the cost of any payments made from any refund due.

The **Company** may cancel this policy at any time by sending 14 days' notice in writing to the **Insured's** address last known to the **Company**. Provided there have been no claims made under this policy the **Insured** shall be entitled to the return of a proportionate part of the premium paid in respect of the unexpired period of insurance. If a claim has been made the **Company** will deduct the cost of any payments made from any refund due.

## 11 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 this policy is paid through the **Company's** credit scheme:
  - i it is a condition precedent to the **Company's** 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 this 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 this policy will be suspended for 21 days in order for the default to be remedied. If the default remains unremedied within that time this policy will be cancelled at the end of that 21 day period.

## 12 Payment of Claims

In the event of a claim being made under this policy the premium and tax for which is paid through the **Company's** 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.

## 13 Voidance

This policy will be voidable in the event of non-disclosure of any material information or fact or misrepresentation or misdescription.

## 14 Employers' Liability Right of Recovery

Where Employers' Liability cover is operative 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.

## 15 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**.

## 16 Premium and Tax Adjustment

If the premium and tax for this policy has been calculated on estimates furnished by the **Insured** 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 unless otherwise stated 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.

## 17 Law Governing the Policy

This policy will be governed by English Law, and the **Insured** and **Company** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless the **Insured** lives in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

## 18 Claims – Repayment of Excess

The **Insured** will repay to the **Company** the amount of any **Excess** for which the **Company** has made payment.

## 19 Retroactive Date

When a retroactive date is specified in the schedule the insurance under Sub-Section C - Professional Indemnity of the Liability Section will not indemnify the **Insured** in respect of any claim notified under the terms of this policy and arising out of the exercise and conduct of the **Business** prior to the **Retroactive Date**.



## General Conditions - continued

### 20 Minimum Premium

The premium and tax for this policy has been calculated on estimates furnished by the **Insured** and in all circumstances such premium and tax shall be the minimum premium chargeable and retained by the **Company** for the insurance provided under this policy except in the event of cancellation of the policy in accordance with General Condition 10.

### 21 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.

### 22 Language

Unless agreed otherwise, the contractual terms and conditions and other information relating to this contract will be in the English language.

### 23 Use of Heat Precautions

It is a condition precedent to the liability of the **Company** that when the **Insured** enters into a contract other than under **Standard Terms of Business** and such contract involves the use of electric oxy-acetylene or other welding or flame cutting plant or blow lamps or torches by a **Contractor** then the **Insured** shall make it an enforceable condition of such contract that no liability shall attach to either the **Contractor** or the **Insured** unless either:

- a the undernoted precautions are observed by the other contracting party
- or
- b more extensive precautions of a similar nature required by the other contracting party's own insurers are observed.

### Precautions

- 1 All moveable combustible material will be removed from the area in which work is to be carried out and/or other material including floor and fixtures within such areas shall be protected with adequate fire resistant covers.
- 2 Ignited equipment or appliances or naked lights shall not be left unattended and gas cylinders not required for immediate use shall be kept at a safe distance from any possible fire hazard.
- 3 Suitable fire extinguishing appliances will be kept available for immediate use at each working site.
- 4 Before heat is applied to material built into or projecting through one side of a wall or partition an inspection will be made of the other side of the wall or partition to ensure that no combustible materials are in danger of ignition by direct or conducted heat.
- 5 An examination shall be carried out after each period of work and again one hour after the work ceases to check that there is no danger of fire and such examination will include all areas adjacent to the working areas which could be affected by the application of heat.

# General Exclusions

These apply to all sections of this 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 Sub-Section B - Employers' Liability.

## 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 Sub-Section B - Employers' Liability.

## 3 Deliberate Acts

liability arising from the deliberate act or omission of the **Insured**, any **Director**, **Partner** or **Employee** in a managerial or executive position or any other party seeking or entitled to indemnity under this policy which the **Insured** or person concerned or party as the case may be is or should reasonably be aware will or is likely to give rise to a claim or liability.

This General Exclusion does not apply to Sub-Section B - Employers' Liability.

## 4 Fraud, Dishonesty or Criminal Acts

- a loss, damage or destruction by fraud, forgery or deception
- b theft or any attempt thereat in which any **Director**, **Partner**, **Employee** or any member of the **Insured's** family is concerned as principal or accessory

- c any liability directly or indirectly contributed to or caused by any act or omission of any **Partner** or **Director** of the **Insured** which is dishonest, fraudulent, criminal or malicious other than an act or omission giving rise to a criminal prosecution in respect of which cover is afforded under this policy.

This General Exclusion does not apply to Sub-Section C - Professional Indemnity and its extensions of the Liability Section.

## 5 Fines or Penalties

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

## 6 Directors and Officers Liability

- a any claim against the **Insured** in the **Insured's** capacity as a director, officer or trustee in respect of the **Insured's** performance or non-performance of the **Insured's** 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 their legal duty to manage the **Insured** in accordance with their legal and/or regulatory obligations.

This General Exclusion does not apply to Sub-Section B - Employers' Liability.

## 7 Contractual Liability

liability assumed under any contract agreement or guarantee except:

- a to the extent that the **Insured** named in the schedule would have been liable in the absence of such contract agreement or guarantee
- b where the **Company** has agreed in writing that this exclusion does not apply to a particular contract agreement or guarantee.

This General Exclusion does not apply to Sub-Section B - Employers' Liability.

## 8 Non-Negligent Supply of Personnel

liability arising out of a contract or placement which fulfils the criteria of the personnel specification required by the **Insured's** client and where no allegation of negligence has been made against the **Insured** except that whether or not the personnel specification has been fulfilled the **Company** agrees to pay reasonable costs and expenses incurred with its written consent to defend the **Insured** until this can be established.

This General Exclusion does not apply to Sub-Section B - Employers' Liability.



## General Exclusions - continued

### 9 Transport or Property Owned or Used

- a liability arising out of or in connection with the ownership, possession or use of any:
- i craft intended to travel through air or space or other aerospace device or arising from out of or in connection with the loading or unloading of such craft or devices
  - ii hovercraft or watercraft (other than non mechanically propelled craft less than 9 metres in length which are used on inland waters) or arising from out of or in connection with the loading or unloading of such craft
  - iii buildings (or that part of any building) premises or land leased, occupied, hired or rented by the **Insured** or of any property of the **Insured** unless otherwise insured under Sub-Section A – Public and Products Liability
- b any claim against the **Insured** arising solely and directly out of the ownership, possession or use of any mechanically propelled vehicle including anything attached to it used in circumstances where insurance or security is required by law or where indemnity is provided by any other policy or security but this shall not exclude liability arising as a direct result of any negligent act, error or omission in the professional conduct of the **Business** by the **Insured** provided that Sub-Section C - Professional Indemnity is operative.

This General Exclusion does not apply to Sub-Section B - Employers' Liability.

### 10 Medical Treatment

liability arising from or in connection with the provision of **Medical Treatment**.

This General Exclusion does not apply to Sub-Section B - Employers' Liability.

### 11 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 **North America**.

This General Exclusion does not apply to Sub-Section B Employers' Liability.

### 12 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 **Insured's** usual **Business** or contract
- b the discovery of asbestos by the **Insured** is unintentional and accidental
- c upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops
- d a 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
    - b that do not exclude the work to be carried out.

### 13 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 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.

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.

# Liability Section

## Sub-Section A - Public and Products Liability

This sub-section and the cover described below is only operative if specified 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 arising out of accidental:

- a **Injury** to any person
- b **Physical Loss**
- c obstruction, trespass, nuisance or interference with any right of way, light, air, water or easement 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 sub-section and extensions applicable to this sub-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 sub-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 Applicable to Sub-Section A

These apply in addition to the other exclusions in this sub-section and the General Exclusions.

The **Company** will not be liable for:

### 1 Injury to Employees

liability for **Injury** to any **Director, Partner** or **Employee** where such **Injury** arises out of and in the course of employment by the **Insured**.

### 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 Financial Loss

financial loss not accompanied by **Physical Loss**.

### 4 Professional Negligence

liability arising out of advice, design, formula, plan or specification or any liability which would be covered under Sub-Section C - Professional Indemnity if such sub-section was operative including for the avoidance of doubt liability arising out of any act, error or omission in respect of professional or technical advice or instruction given by or on behalf of the **Insured** or any person acting on behalf of the **Insured**.

### 5 Contract Works

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.

### 6 Excess

the amount of any **Excess** specified in the schedule in respect of each and every claim for loss of or damage to property.

### 7 Property in Insured's Custody

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**
- b being worked on by or on behalf of the **Insured** if loss or damage is as a direct result of such work other than:
  - i personal effects of **Directors, Partners, Employees** or visitors
  - ii buildings including their contents temporarily occupied by the **Insured** for the purpose of carrying out work therein or thereon.

### 8 Indemnity Provided Under Any Other Insurance

liability where indemnity is provided under any other insurance or security effected by the **Insured**.

### 9 Offshore

liability arising out of any work undertaken or visit **Offshore**.

### 10 Airside

liability arising out of any work **Airside**.

## Liability Section - continued

### 11 United Kingdom Jurisdiction - Products

liability caused by arising from or in connection with any **Products** involving any action or proceedings brought against the **Insured** in a court of law outside the United Kingdom.

### 12 Aerospace Products

liability arising from **Products** known to be for use in craft intended to travel through air or space or other aerospace devices.

### 13 North America

liability caused by arising from or in connection with any **Products** which to the knowledge of the **Insured** are sold, supplied, erected, repaired, altered, treated or installed in or for delivery or use in **North America**.

### 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.

### 15 Mould

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

## Extensions to Sub-Section A

These extensions are subject to all other terms, conditions and exclusions of this policy.

### 1 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 coroner's 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 sub-section.

### 2 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 or the Defective Premises (Northern Ireland) Order 1975 in connection with premises previously owned or leased 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** or **Physical Loss** 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.

### 3 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**.

### 4 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:

- a 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
- b this extension shall not apply in respect of **Personal and Advertising Injury**.

### 5 Leased and Rented Premises

The **Company** will indemnify the **Insured** against legal liability for loss or damage to premises (including fixtures and fittings) leased, hired or rented to the **Insured** for the purpose of the **Business** occurring during the period of insurance 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
- c liability for loss or damage to the contents of such premises.

## 6 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** or **Physical Loss** arising while such vehicle is being driven by the **Insured** or any **Partner** or **Director**
- c for **Injury** to any **Employee**
- d for **Injury** or **Physical Loss** occurring outside England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man
- e if indemnity is provided under any other insurance or security.

## 7 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 sub-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** £250
- b any **Employee** £100.

## 8 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.

## 9 Personal and Advertising Injury

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 **Personal and Advertising Injury** offences committed by the **Insured** within the **Territorial Limits** and resulting directly

from or in connection with the **Business** during the period of insurance.

Provided that:

- a the liability of the **Company** for all indemnity payable in respect of all **Personal and Advertising Injury** offences committed during any one period of insurance shall not exceed in the aggregate the limit of indemnity stated in the schedule
- b the **Company** will not be liable for liability:
  - i arising out of oral or written publication of material:
    - a if the first oral or written publication of the same or similar material took place prior to the commencement date of this policy
    - b which to the knowledge of the **Insured** is false
  - ii arising out of a breach of contract other than misappropriation of advertising ideas under an implied contract
  - iii arising out of the failure of goods, products or services to conform with advertised quality or performance
  - iv arising out of the wrong description or the price of goods, products or services.

## 10 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** occurring during the period of insurance within the territories stated in c of the **Territorial Limits** (other than **North America**) 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.



## Liability Section - continued

### Sub-Section B - Employers' Liability

This sub-section and the cover described below is only operative if specified 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 coroner's inquest or inquiry in respect of any death

which may be the subject of indemnity under this sub-section.

#### Limit of Indemnity

The maximum liability of the **Company** inclusive of all costs and expenses payable under this sub-section and extensions of this sub-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 sub-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 to Sub-Section B

These apply in addition to the other exclusions in this sub-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 Airside

liability arising out of any work **Airside**.

#### 4 Indemnity Provided Under Any Other Insurance

liability where indemnity is provided under any other insurance or security effected by the **Insured**.

### Extensions to Sub-Section B

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 Employees Unsatisfied Damages

If a judgment 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 judgment

at the request of the **Insured** the **Company** will pay to such **Employee** or the personal representatives of 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 judgment to the **Company** and all reasonable steps necessary have been taken to protect the ability to recover from the party against whom the judgment was obtained
- iii the judgment relates to **Injury** in respect of which indemnity would otherwise be provided under this sub-section
- iv any payment made by the **Company** shall be only in respect of liability for which the **Insured** would have been entitled to indemnity under this sub-section if the judgment had been made against the **Insured**.

### 3 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 sub-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** £250
- b any **Employee** £100.

### Sub-Section C – Professional Indemnity

This sub-section and the cover described below is only operative if specified on 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 8 during the period of insurance or in the event of termination, cancellation or non-renewal of this policy for any reason whatsoever within a period of 30 days from the effective date of such termination, cancellation or non-renewal.

The **Company** will indemnify the **Insured** against all sums which the **Insured** becomes legally liable to pay as damages and claimants' costs and expenses arising from a **Circumstance** or claim first made against the **Insured** and notified to the **Company** during the period of insurance and which arises as a direct result of any negligent act, error or omission in the professional conduct of the **Business** by the **Insured** committed anywhere in the world (other than **North America**) which occurs 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**.

#### Limit of Indemnity

The maximum liability of the **Company** in respect of all indemnity payable under this sub-section and extensions applicable to 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.

### Exclusions to Sub-Section C

These apply in addition to the other exclusions in this sub-section and the General Exclusions.

The **Company** will not be liable for:

#### 1 Injury to Employees

liability for **Injury** to any **Director**, **Partner** or **Employee** where such **Injury** arises out of and in the course of employment by the **Insured**.

#### 2 Public Liability

any claim arising out of any liability which would be insured under Sub-Section A - Public and Products Liability (if such sub-section was operative).

#### 3 Defective Goods or Workmanship

the cost of repairing or replacing materials or goods sold or supplied or the costs of or expenses incurred in rectifying defective workmanship.

#### 4 Products Liability

liability caused by or arising from any **Product**.

### 5 Contract Works

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.

### 6 Excess

the amount of the **Excess** specified in the schedule.

### 7 Fees

any claim based upon fees claimed back by a client of the **Insured** or which have had to be refunded to a client of the **Insured** due or allegedly due to non-performance of the **Insured's** contractual obligations to the client.

### 8 Joint Ventures

any claim arising out of professional services provided by the **Insured** as part of a joint venture, consortium or partnership of which the **Insured** is a member unless advised to and accepted by the **Company** in which case the indemnity provided shall be limited to liability arising from work performed by the **Insured** and not to liability assumed under contract within the joint venture, consortium or partnership.

### 9 Obligations Owed by the Insured as an Employer

any claim arising from any breach of any obligation owed by the **Insured** as an employer to any person.

### 10 Previous Claims and Circumstances

any claim, **Circumstance** or occurrence:

- a which has been notified or is notifiable under any other policy or certificate of insurance attaching prior to the inception date of this sub-section or
- b 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 or
- c which was known or which in the opinion of the **Company** ought to have been known to the **Insured** at the inception date of this sub-section.

### 11 North America Jurisdiction

any claim made or action instituted in the first instance:

- a within **North America** or
- b to enforce any judgment obtained in any Court within **North America** whether by way of any reciprocal judgment agreement or otherwise.

### 12 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.

### 13 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 **Insured's** 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 **Insured's** costs and expenses incurred with the **Company's** written consent.

## Liability Section - continued

### 14 Wrongful or Unfair Dismissal, Discrimination Harassment or Unfair Treatment

any claim arising from any wrongful or unfair dismissal or any form of discrimination, harassment or unfair treatment.

### 15 Acts or Omissions of Persons Supplied

any claim arising from any act or omission of any **Contractor** or person supplied by the **Insured** named in the schedule to a client unless the **Insured** named in the schedule has breached a duty of care in supplying such **Contractor** or person.

### 16 Fraud and Dishonesty

any claim arising out of dishonest or fraudulent action except 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, Director or Employee** (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
- d the **Insured's** annual accounts (and client accounts where applicable) have been certified by an independent and properly qualified accountant or auditor.

### 17 Trading Losses

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

### 18 Known Defects

any claim caused by or arising from 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.

### 19 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.

### 20 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.

## Extensions to Sub-Section C

These extensions are subject to all other terms, conditions and exclusions of this policy.

### 1 Legal Costs and Expenses

The **Company** will pay in addition to the limit of indemnity legal costs and expenses incurred with its written consent by the **Company** or the **Insured** in respect of any claim or **Series of Claims** which may be the subject of indemnity under this sub-section.

### 2 Infringement of Confidentiality

The **Company** will indemnify the **Insured** against all sums which the **Insured** becomes legally liable to pay as damages and claimants' costs and expenses arising from a **Circumstance** or claim first made against the **Insured** and notified to the **Company** during the period of insurance resulting directly from or based upon or connected with any infringement or alleged infringement of confidentiality.

Provided that:

- a such infringement or alleged infringement occurs on or after the **Retroactive Date**
- b the **Company** will not be liable under this extension for:
  - i the amount of the **Excess** specified in the schedule
  - ii any amount in excess of the limit of indemnity stated in the schedule in respect of any one claim and in the aggregate during any one period of insurance.

The **Company** will also indemnify the **Insured** against costs incurred with its consent in prosecuting any claim for an injunction and/or damages for infringement of confidentiality vested in the **Insured** and notified to the **Company** during the period of insurance provided that the **Company** will not be required to incur any or under any further obligation to meet such costs under this extension where the **Insured's** course of action is one which in the **Company's** opinion it would not be reasonable to pursue.

### 3 Infringement of Copyright or Patents

The **Company** will indemnify the **Insured**:

- a against all sums which the **Insured** becomes legally liable to pay as damages in respect of any **Circumstance** or claim first made against the **Insured** and notified to the **Company** during the period of insurance
  - b against reasonable costs incurred with the **Company's** consent in prosecuting any claim or any injunction and/or damages
  - c for costs and expenses in the defence of any injunction and/or other proceedings against the **Insured**
- arising from or based upon or connected with any infringement or alleged infringement of any copyright or patents or other intellectual property rights.

Provided that:

- i such infringement or alleged infringement occurs on or after the **Retroactive Date**
- ii the **Company** will not be liable under this extension for:
  - a the amount of the **Excess** specified in the schedule



- b any amount in excess of the limit of indemnity stated in the schedule in respect of any one claim and in the aggregate during any one period of insurance.

#### 4 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 any claim under this extension is first made against the **Insured** during the period of insurance
- d 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.

#### 5 Libel and Slander

The **Company** will indemnify the **Insured** against all sums which the **Insured** becomes legally liable to pay as damages and claimants' costs and expenses arising from a **Circumstance** or claim first made against the **Insured** and notified to the **Company** during the period of insurance resulting directly from any libel or slander uttered by the **Insured** in connection with the **Business** but excluding any publication made in any journal, magazine or newspaper or by means of radio or television.

Provided that:

- a such libel or slander is committed on or after the **Retroactive Date**
- b the **Company** will not be liable under this extension for:
  - i the amount of the **Excess** specified in the schedule
  - ii any amount in excess of the limit of indemnity stated in the schedule in respect of any one claim and in the aggregate during any one period of insurance.

#### 6 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 sub-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** £250
- b any **Employee** £100.

#### 7 Dishonesty

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 any **Circumstance** or claim first made against the **Insured** and notified to the **Company** during the period of insurance arising directly out of any dishonest or fraudulent act or omission by any **Employee**.

Provided that:

- a no person committing or condoning such dishonest or fraudulent act or omission shall be entitled to indemnity
- b if the **Company** so requests the **Insured** shall take all reasonable steps to effect recovery from the person committing or condoning such dishonest or fraudulent act or omission or from the estate or personal representatives of such person
- c the following shall be deducted from any amount which but for this sub-clause c would be payable under this extension:
  - i any monies which but for such dishonest or fraudulent act or omission would be due from the **Insured** to the person committing or condoning such act or omission
  - ii any monies held by the **Insured** and belonging to such person
  - iii any monies recovered following action as described in b above
- d such dishonest or fraudulent act or omission occurs on or after the **Retroactive Date**
- e the **Company** will not be liable under this extension for:
  - i any claim arising from any dishonest or fraudulent act or omission committed by:
    - a any person after the discovery in relation to that person of reasonable cause for suspicion of fraud or dishonesty
    - b any **Director** or **Partner**
  - ii the first 10% of each claim subject to a maximum deduction of £1,000 in respect of each claim unless specified otherwise in the schedule
  - iii any claim where the **Insured** is unable to show that at the time of the events or actions giving rise to such claim the normal system of supervision and checking was operating
  - iv any amount in excess of the limit of indemnity stated in the schedule in respect of any one claim and in the aggregate during any one period of insurance.

Provision e ii does not apply to legal costs and expenses incurred with the written consent of the **Company**.

#### 8 Documents

In the event of **Damage** to **Documents** not owned by the **Insured** but for which the **Insured** is legally responsible resulting in a claim first made against or intimated to the **Insured** and notified to the **Company** during the period of insurance the **Company** will indemnify the **Insured** against:

- a all sums which the **Insured** becomes legally liable to pay as damages in consequence of such **Damage**
- b all costs, charges and expenses reasonably incurred by the **Insured** in replacing or restoring such **Documents**.

Provided that:

- i the amount of any claim for costs, charges and expenses as above shall be subject to approval by a competent person to be nominated by the **Company**

## Liability Section - continued

- ii where documents are believed lost the **Insured** has failed to find them after diligent search
- iii such **Damage** occurs on or after the **Retroactive Date**
- iv the **Company** will not be liable under this extension for:
  - a any **Damage** arising from or contributed to by the dishonesty or fraudulent act of any person falling within the definition of the **Insured**
  - b the amount of the **Excess** specified in the schedule
  - c any amount in excess of £100,000 in respect of all claims made during any one period of insurance
- v any claim arising from any **Damage to Documents** which are stored on magnetic or electronic media unless such **Documents** are duplicated on magnetic or electronic media with the intention that in the event of **Damage** the duplicate records can be used as the basis for restoring the **Documents** to their original status.

### Optional Extension Applicable to Sub-Section C

This extension is operative only if a limit of indemnity is shown in the schedule and is subject to all other terms, conditions and exclusions of the policy.

#### Fidelity Bonding

Notwithstanding General Exclusion 7 (Contractual Liability) 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 any **Circumstance** or claim first made against the **Insured** and notified to the **Company** during the period of insurance for loss sustained by a client of the **Insured** arising directly out of any dishonest or fraudulent act by any **Contractor** supplied by the **Insured**.

Provided that:

- a where liability arises solely by virtue of contract or agreement such contract or agreement shall have been notified to and agreed by the **Company**
- b such dishonest or fraudulent act occurs on or after the **Retroactive Date**
- c the **Company** will not be liable under this extension for:
  - i any claim arising from any dishonest or fraudulent act committed by any person after the discovery in relation to that person of reasonable cause for suspicion of fraud or dishonesty
  - ii liability arising from or in connection with loss of cash, bank notes, promissory notes or other negotiable paper, stamps, medals, coins, jewellery, furs, gold or other precious metals, gems, precious stones or articles composed of any of these unless specifically agreed in writing by the **Company**
  - iii the amount of the **Excess** specified in the schedule
  - iv any amount in excess of the limit of indemnity stated in the schedule in respect of any one claim and in the aggregate during any one period of insurance.

### Condition to Sub-Section C

The following condition applies in addition to the General Conditions.

#### 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.

### Sub-Section D – Drivers Negligence

This sub-section and the cover described below is only operative if specified in the schedule.

Notwithstanding General Exclusions 7 (Contractual Liability) and 9 (Transport or Property Owned or Used) the **Company** will indemnify the **Insured** against legal liability for damages and claimants' costs and expenses in respect of loss of or damage to any motor vehicle with a minimum vehicle weight of 3500kg the property of or hired or lent to a customer or client of the **Insured** caused by the negligent act of a **Contractor** supplied by the **Insured** under a contract or agreement between the **Insured** and their client and occurring whilst such vehicle is being driven by the **Contractor** during the period of insurance.

#### Limit of Indemnity

The maximum liability of the **Company** in respect of all indemnity payable under this sub-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 in the aggregate the limit of indemnity stated in the schedule.

The maximum amount payable by the **Company** in the event of a total loss of any vehicle will be the market value of the vehicle immediately prior to the total loss but not exceeding the limit of indemnity stated in the schedule.

Notwithstanding the limit of indemnity stated in the schedule where the **Insured** has entered into a contract or agreement with their client that a lower limit of indemnity applies to such

contract or agreement then the limit of indemnity under this sub-section shall be identical to such agreed figure.

For the avoidance of doubt if a motor vehicle is disabled as a result of any loss or damage for which indemnity is payable under this sub-section the **Company** will pay the reasonable costs of removal to the nearest repairer provided that this shall not in any circumstances increase the liability of the **Company** beyond the limit of indemnity.

## Exclusions Applicable to Sub-Section D

These apply in addition to the other exclusions in this sub-section and the General Exclusions.

The **Company** will not be liable for:

- 1 liability in respect of loss of use, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages.
- 2 liability in respect of loss of or damage to tyres caused by the application of brakes or by punctures, cuts or bursts unless resulting from an accident for which indemnity is otherwise provided under this sub-section.
- 3 liability in respect of loss or damage caused by climate or atmospheric conditions or extremes of temperature.
- 4 liability in respect of loss of or damage to any device designed for the purpose of transmitting or receiving radio signals.
- 5 liability in respect of loss or damage caused by or happening through deterioration, rust, corrosion, inherent defect or any process of cleaning, restoration, alteration or repair.
- 6 liability in respect of loss or damage occasioned by any wilful act of the **Insured** or any **Contractor** supplied by the **Insured**.
- 7 liability in respect of loss or damage resulting from or occasioned by racing, pacemaking or speed testing.
- 8 liability in respect of theft of accessories or spare parts unless the entire vehicle is stolen at the same time.
- 9 the amount of the **Excess** specified in the schedule in respect of each and every claim.
- 10 liability in respect of any loss or damage arising from the driving of a vehicle by any person:
  - a under the age of 23 years
  - b who does not hold a full driving licence clear of endorsements other than endorsements for offences involving:
    - i exceeding a speed limit
    - ii failure to comply with a traffic direction, sign or other traffic sign
    - iii using a mobile phone while driving a motor vehicle
    - iv using a vehicle with defective tyresprovided that the total penalty points for such offences does not exceed nine
- c who has not held a valid Category C or C+E or C1 or C1+E Licence as appropriate for at least two years in respect of the type of vehicle driven
- d who has not worked as a driver for at least 180 days during the 24 months immediately prior to the occurrence of the loss or damage.

## Condition Applicable to Sub-Section D

The following condition applies in addition to the General Conditions.

### Drivers Negligence Contract or Agreement

It is a condition precedent to the liability of the **Company** under this sub-section that there is in place a current written Drivers Negligence contract or agreement between the **Insured** and their client signed by both parties.

**To make a claim, call 0845 122 3283**  
Please save this number to your mobile phone

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