

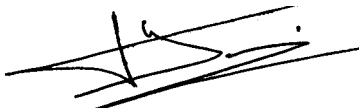
RECRUITMENT & EMPLOYMENT AGENCY INSURANCE POLICY

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
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.

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CUSTOMER SERVICE

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

Darwin Clayton (UK) Limited
Darwin House
20 Mount Ephraim Road
Tunbridge Wells
Kent TN1 1ED

Phone: 01892 511144
Fax: 01892 511455
Email: Info@dcuk.co.uk

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

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

Phone: 0870 600 2123
Email: 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

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

Ageas Insurance Limited
6th Floor
One America Square
17 Crosswall
London
EC3N 2LB

Phone: 0844 892 2114
Email: 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

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 by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check their website (www.fca.org.uk), which includes a register of all the firms they regulate. Or you can phone them on 0800 111 6768

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 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

ACCOUNTS RECEIVABLE means the records of Credit Accounts of the **BUSINESS** kept in the **PREMISES**

ADVERTISEMENT
means a notice which is broadcast or published to the general public or specific market segments about the **INSUREDS 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

AVERAGE
means that whenever the Sum Insured is declared subject to **AVERAGE** if the Sum Insured at the time of **DAMAGE** is less than 85% of the total value of the Property Insured then the **INSURED** shall be his or her own insurer for the difference and shall bear a proportional part of the loss accordingly

BUILDINGS
means the buildings including **OFFICEFRONT** and landlords fixtures and fittings at the **PREMISES** occupied for the purpose of the **BUSINESS** and for private dwelling or such other purposes as described in the Schedule

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 the Public and Products Liability Section and the Employers Liability Section includes
(1) 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

- (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**

BUSINESS CONTENTS
means
(1) machinery plant trade utensils tools implements fixtures and fittings
(2) office equipment and machinery excluding **COMPUTER EQUIPMENT**
(3) patterns models moulds plans and designs
(4) computer records documents manuscripts and business books for an amount not exceeding £5000 in respect of any one loss or the **BUSINESS CONTENTS** Sum Insured whichever is the less
(5) tenants improvements
the property of the **INSURED** or for which the **INSURED** is responsible and if not otherwise insured

BUSINESS HOURS
means the hours during which the **PREMISES** are occupied for the purpose of the **BUSINESS**

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

DEFINITIONS (continued)

COMPUTER EQUIPMENT

means electronic data processing and/or word processing equipment including but not limited to all processing units screens keyboards printers scanners disk and tape drives telecommunication and networking equipment and spare components for such equipment and data carrying materials used in connection with such equipment but excluding programmes and software not being proprietary branded data or telephone systems

CONTRACTOR

means any individual contractor (whether trading in his/her 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 loss damage or destruction

DEFINED PERILS

means fire lightning explosion theft earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves storm flood escape of water from any tank apparatus or pipe impact by a road vehicle or animal or any article dropped from a road vehicle

DIRECTOR

means a director of the INSURED where the INSURED is a Limited Company

DOCUMENTS

means business books documents manuscripts computer system records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproduction and not the value to the INSURED of the information contained therein

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) voluntary worker
- (6) a prospective employee who is undergoing practical work experience whilst being assessed by the INSURED as to his or her 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

FEES AND EXPENSES

means any professional fees expenses and other disbursements reasonably incurred on behalf of the INSURED with the COMPANYS written consent

HACKING

means unauthorised access to any computer or other equipment auxiliary equipment or component or system or item which processes stores transmits or retrieves data whether the property of the INSURED or not

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 the Professional Indemnity Section only whilst acting within the scope of their duties in carrying out professional services in the course of the BUSINESS

MEDICAL TREATMENT

means

- (1) any form or type of medical clinical or surgical advice diagnosis treatment or procedure and/or
- (2) any form of care aid assistance or supervision associated therewith or arising therefrom

MONEY

means coins bank and currency notes bankers drafts postal and money orders cheques Giro cheques bills of exchange crossed warrants travellers cheques unused current postage stamps holiday with pay stamps National Insurance Stamps stamped holiday with pay cards stamped National Insurance cards National Savings Certificates Premium Bonds luncheon vouchers credit and debit card sales vouchers gift tokens consumer redemption vouchers trading stamps telephone cards travel cards unexpired units in franking machines and VAT purchases invoices belonging to the INSURED or for which they are responsible and pertaining to the BUSINESS

NORTH AMERICA

means

- (1) the United States of America and Canada
- (2) any territory
 - (i) within their jurisdiction
 - (ii) having a reciprocal enforcement arrangement with them

OFFICEFRONT

means the windows doors frames signs and walling including security fittings and fixed associated electrical equipment all forming part of the front of the PREMISES

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 or an offshore platform or an offshore installation

OUTBUILDINGS

means any outbuilding used in conjunction with the BUILDINGS together with septic tanks storage tanks fixed signs lighting standards paved terraces verandas patios drives paths walls gates and fences

PARTNER

means a partner of the INSURED where the INSURED is a partnership

DEFINITIONS (continued)

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

- (1) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (2) all INJURY or PHYSICAL LOSS directly or indirectly caused by such pollution or contamination

arising from POLLUTING or CONTAMINATING or SEEPING SUBSTANCES

PORTABLE BUSINESS EQUIPMENT

means

- (1) portable hand tools (including power driven portable hand tools) and ladders
- (2) office equipment (including COMPUTER EQUIPMENT)

(3) mobile telephones and vehicular satellite navigation equipment

(4) photographic equipment including but not limited to cameras and lenses

used in connection with the BUSINESS the property of the INSURED and/or EMPLOYEES or hired in for which the INSURED and/or EMPLOYEES are responsible under a written contract of hire

PREMISES

means buildings being commercial buildings or a private dwelling house or private flat including all outbuildings and garages and land occupied in full or in part by the INSURED for the BUSINESS and situated as stated in the Schedule

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 or 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 or any Risk Statement of Facts and any other information in connection with this insurance supplied by or on behalf of the INSURED

REMEDIATION

includes "remediation" under the Environment Act 1995

RETROACTIVE DATE

Means the date from which the INSURED has continuously maintained in force a policy of insurance covering Professional Indemnity in respect of liability for any breach of the INSURED'S professional duty

DEFINITIONS (continued)

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 INSUREDS client and
- (b) the INSURED will only be liable for liability involving INJURY or PHYSICAL LOSS arising from the negligence of the INSURED

TERRITORIAL LIMITS

means

- (1) England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man
- (2) 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 (1) 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 (1)
- (3) 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
 - (a) the INSURED or any DIRECTOR PARTNER or EMPLOYEE normally employed within the territories specified in (1) of this Definition and occurring during any temporary visit made in connection with the BUSINESS

or

- (b) any CONTRACTOR temporarily engaged outside the territories specified in (1) of this Definition and occurring in connection with the BUSINESS
- (4) elsewhere in the world (excluding NORTH AMERICA) in respect of INJURY or PHYSICAL LOSS caused by or arising from any PRODUCT

UNOCCUPIED

means empty or not in use

VIRUS OR SIMILAR MECHANISM

means program code programming instruction or any set of instructions intentionally constructed with the ability to interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not

This Definition includes but is not limited to Trojan horses worms and logic bombs

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 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 or 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 or 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

GENERAL CONDITIONS (continued)

7 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

8 CLAIMS - INSUREDS ACTION

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

- (a) immediately notify the COMPANY but no later than 7 days after the date of loss for any claim in respect of riot civil commotion strikers or locked out workers
- (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 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
- (f) immediately notify the Police of any loss of MONEY or DAMAGE by theft or malicious persons
- (g) do and permit to be done all things reasonably practicable to minimise the DAMAGE or to minimise or check any interruption of or interference with the BUSINESS or to avoid or diminish the loss
- (h) in the event of a claim being made under the Business Interruption Section of the Policy not later than thirty days after the expiry of the INDEMNITY PERIOD or within such further time as the COMPANY may in writing allow at his own expense deliver to the COMPANY in writing a statement setting forth particulars of his claim together with details of all other insurances covering the DAMAGE or any part of it or consequential loss of any kind resulting therefrom

In respect of any claim under the Professional Indemnity 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 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

GENERAL CONDITIONS (continued)

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 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

12 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

13 VOIDANCE

The 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 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

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

GENERAL CONDITIONS (continued)

17 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

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

The insurance under the Professional Indemnity 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

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 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

GENERAL CONDITIONS (continued)

USE OF HEAT PRECAUTIONS (continued)

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 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 direct or indirect 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 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 the 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 the Employers Liability Section

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 INSUREDS 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 the Policy

This General Exclusion does not apply to the Professional Indemnity Section and its Extensions

GENERAL EXCLUSIONS (continued)

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 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

This General Exclusion does not apply to the Employers Liability Section

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 the Employers Liability Section

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 INSUREDS 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 the Employers Liability Section

9 MEDICAL TREATMENT

liability arising from or in connection with the provision of MEDICAL TREATMENT

This General Exclusion does not apply to the Employers Liability Section

10 PRESSURE WAVES

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

GENERAL EXCLUSIONS (continued)

11 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 the Public and Products Liability Section
- (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 the Professional Indemnity Section is operative

This General Exclusion does not apply to the Employers Liability Section

12 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 applies to the Public and Products Liability Section and the Professional Indemnity Section only

13 POLLUTION OR CONTAMINATION

loss damage or destruction caused by or arising from pollution or contamination unless arising in consequence of DAMAGE caused by or resulting in a DEFINED PERIL

This General Exclusion applies to the Office Contents Section Portable Business Equipment Section and the Business Interruption Section only

14 CONSEQUENTIAL LOSS OR DAMAGE

consequential loss or damage of any kind or description except where specifically included

GENERAL EXCLUSIONS (continued)

15 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

16 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

GENERAL EXCLUSIONS (continued)

17 VIRUS OR SIMILAR MECHANISM or HACKING

- (a) loss damage or destruction to COMPUTER EQUIPMENT auxiliary equipment or computer media directly or indirectly occasioned by or arising from VIRUS OR SIMILAR MECHANISM or HACKING
- (b) additional Costs of Working in consequence directly or indirectly of VIRUS OR SIMILAR MECHANISM or HACKING

This General Exclusion does not apply to the Public and Products Liability Section or the Employers Liability Section

18 DATE RECOGNITION/ DISCONTINUITY

loss damage or destruction or consequential loss directly or indirectly caused by or consisting of or additional costs and expenses arising directly or indirectly from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software 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 or
- (b) correctly to recognise capture save retain store restore retrieve and/or correctly to manipulate interpret calculate 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 or
 - (ii) the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes loss of data or information or command or instruction or the inability correctly to capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process such data or information or command or instruction on or after any date or
- (c) otherwise to function correctly

This General Exclusion does not apply to the Public and Products Liability Section or the Employers Liability Section

All other terms Conditions and Exclusions shall continue to apply but this Exclusion shall take precedence over any provision to the contrary

19 NORTHERN IRELAND

loss damage or destruction to any property in Northern Ireland or loss resulting therefrom or any consequential loss caused by or happening through or in consequence of riot civil commotion strikers persons taking part in labour disturbances or malicious persons

20 CHANGE IN WATER TABLE LEVEL

loss destruction or damage attributable solely to change in the water table level

21 EXCLUDED PROPERTY AND CONTINGENCIES

loss damage or destruction to property or liability or contingencies more specifically insured by any other policy or security

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

- (i) the Limit of Indemnity (less any amounts already paid or incurred) or
- (ii) 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 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

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 INSUREDS request any DIRECTOR PARTNER or EMPLOYEE against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of
 - (i) the Health and Safety at Work etc Act 1974
 - (ii) the Health and Safety at Work (Northern Ireland) Order 1978

Provided that

- (a) the offence under such legislation
 - i) is alleged to have been committed during the Period of Insurance in connection with the BUSINESS within the TERRITORIAL LIMITS
 - ii) relates to the health safety and welfare of a DIRECTOR or EMPLOYEE
- (b) the COMPANY will not be liable for
 - i) the cost of any fine or penalty
 - ii) legal costs and expenses where indemnity is provided by any other insurance
 - iii) legal costs and expenses arising out of any deliberate act or omission by the INSURED or any DIRECTOR PARTNER or EMPLOYEE

2 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 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 judgement to the COMPANY and all reasonable steps necessary have been taken to protect the ability to recover from the party against whom the judgement was obtained
- (iii) the judgement relates to INJURY in respect of which indemnity would otherwise be provided under this 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 Section if the judgement had been made against the INSURED

EMPLOYERS LIABILITY SECTION – EXTENSIONS (continued)

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

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 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 |

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 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 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 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 the Professional Indemnity Section if such 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

PUBLIC AND PRODUCTS LIABILITY SECTION

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 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
- 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

PUBLIC AND PRODUCTS LIABILITY SECTION

EXCLUSIONS - continued

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

The COMPANY will not be liable for

- 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 correctly

- 15 MOULD
any liability of whatsoever nature arising out of mould or toxic mould

PUBLIC AND PRODUCTS LIABILITY SECTION - EXTENSIONS

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

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 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

PUBLIC AND PRODUCTS LIABILITY SECTION - EXTENSIONS (continued)

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

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 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

PUBLIC AND PRODUCTS LIABILITY SECTION - EXTENSIONS (continued)

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

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

PUBLIC AND PRODUCTS LIABILITY SECTION - EXTENSIONS (continued)

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

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 (3) 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

PROFESSIONAL INDEMNITY SECTION

The Professional Indemnity Section is operative only if Professional Indemnity is shown as an Insured Section in the Schedule

The insurance provided by this 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 Section and Extensions of this 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

These apply in addition to the other Exclusions in this 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 the Public and Products Liability Section if such 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

PROFESSIONAL INDEMNITY SECTION

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 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 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 Section

PROFESSIONAL INDEMNITY SECTION

EXCLUSIONS – continued

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

The COMPANY will not be liable for

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 judgement 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 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 and expenses incurred with the COMPANYS written consent

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

PROFESSIONAL INDEMNITY SECTION

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 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 Section be treated as one claim

(d) the INSUREDS annual accounts (and client accounts where applicable) have been certified by an independent and properly qualified accountant or auditor

PROFESSIONAL INDEMNITY SECTION

EXCLUSIONS – continued

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

The COMPANY will not be liable for

17 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

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 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 Section not been effected

PROFESSIONAL INDEMNITY SECTION

EXCLUSIONS – continued

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

The COMPANY will not be liable for

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

PROFESSIONAL INDEMNITY SECTION - CONDITION

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 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

PROFESSIONAL INDEMNITY SECTION - EXTENSIONS

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

2 INFRI NGEMENT 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 INSUREDS course of action is one which in the COMPANYS opinion it would not be reasonable to pursue

3 INFRI NGEMENT 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 COMPANYS consent in prosecuting any claim or any injunction and/or for 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

PROFESSIONAL INDEMNITY SECTION – EXTENSIONS (continued)

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

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

PROFESSIONAL INDEMNITY SECTION – EXTENSIONS (continued)

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

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 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
 - (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

PROFESSIONAL INDEMNITY SECTION – EXTENSIONS (continued)

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

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

- (a) 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
- (b) where documents are believed lost the INSURED has failed to find them after diligent search
- (c) such DAMAGE occurs on or after the RETROACTIVE DATE
- (d) the COMPANY will not be liable under this Extension for
 - (i) any DAMAGE arising from or contributed to by the dishonesty or fraudulent act of any person falling within the definition of the INSURED
 - (ii) the amount of the EXCESS specified in the Schedule
 - (iii) any amount in excess of £100,000 in respect of all claims made during any one Period of Insurance
- (e) 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

For the purpose of this Extension

PROFESSIONAL INDEMNITY SECTION – OPTIONAL EXTENSIONS

These Extensions are operative only if a Limit of Indemnity is shown for such Extension in the Schedule and are subject to all other terms Conditions and Exclusions of the Policy

1 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

PROFESSIONAL INDEMNITY SECTION – OPTIONAL EXTENSIONS (continued)

These Extensions are operative only if a Limit of Indemnity is shown for such Extension in the Schedule and are subject to all other terms Conditions and Exclusions of the Policy

2 LOSS OF LICENCE – LEGAL COSTS AND EXPENSES

The COMPANY will indemnify the INSURED in respect of the legal costs and expenses of any appeal made by the INSURED during the Period of Insurance against the refusal to renew or forfeiture of the INSUREDS licence to undertake the business of an Employment Agency or Employment Business as defined by the Employment Agencies Act 1973

Provided that

- (a) the INSURED shall immediately notify the COMPANY in writing of any order by the relevant authorities for the refusal of renewal or forfeiture of the licence and will provide particulars in writing to the COMPANY of the grounds on which such order is made
- (b) such refusal or forfeiture occurs on or after the RETROACTIVE DATE
- (c) the COMPANY will not be liable under this Extension
 - (i) if the refusal to renew or forfeiture of the licence is occasioned wholly or partly by or through the misconduct procurement connivance neglect or omission of the INSURED or by the failure of the INSURED to take any steps necessary for keeping the licence in force
 - (ii) if the INSURED is entitled to obtain compensation under the provisions of any Act of Parliament in respect of any refusal to renew the licence
 - (iii) if the refusal to renew or forfeiture of the licence arises directly from any town or country planning improvement redevelopment or compulsory purchase order by surrender reduction or redistribution of licences in connection therewith
 - (iv) if the refusal to renew or forfeiture of the licence results from any alteration in the law
 - (v) for the amount of the EXCESS specified in the Schedule
 - (vi) for any amount in excess of the Limit of Indemnity stated in the Schedule

DRIVERS NEGLIGENCE SECTION

The Drivers Negligence Section is operative only if Drivers Negligence is shown as an Insured Section 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 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 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 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

These apply in addition to 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 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

DRIVERS NEGLIGENCE SECTION

EXCLUSIONS – continued

These apply in addition to the General Exclusions

The COMPANY will not be liable for

- 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 tyres provided 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

DRIVERS NEGLIGENCE SECTION - CONDITION

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 Section that there is in place a current written Drivers Negligence contract or agreement between the INSURED and their client signed by both parties

OFFICE CONTENTS SECTION

The Office Contents Section is operative only if Office Contents is shown as an Insured Section in the Schedule

The COMPANY will indemnify the INSURED

EXCLUSIONS

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

The COMPANY will not be liable for

1 BUSINESS CONTENTS

if the BUSINESS CONTENTS specified in the Schedule sustain DAMAGE whilst within the PREMISES during the Period of Insurance

- (a) the EXCESS of £250 in respect of each and every claim
- (b) DAMAGE
 - (i) except as mentioned in the Schedule or in any Section of this Policy to deeds bonds MONEY or securities of any description furs jewellery precious stones precious metals bullion works of art coins rare books explosives motor vehicles or their accessories
 - (ii) when the PREMISES are UNOCCUPIED unless the DAMAGE is caused by Fire Lightning Explosion Earthquake Subterranean Fire Aircraft or Impact
 - (iii) of keys to the PREMISES
- (c) theft unless following forcible and violent entry to or exit from the BUILDINGS or any attempt thereof including threat of personal violence to the INSURED or any EMPLOYEE
- (d) any amount in excess of £500 in total in respect of wines spirits and tobacco

2 PROPERTY TEMPORARILY REMOVED

if trade fixtures fittings machinery or DOCUMENTS sustain DAMAGE whilst temporarily removed from the PREMISES (including whilst in transit) but remaining within the TERRITORIAL LIMITS

- (a) the EXCESS of £250
- (b) theft when not in a locked building
- (c) Storm Flood or Accidental Damage when not in a building
- (d) pedal cycles and personal effects
- (e) DOCUMENTS in transit
- (f) any amount in excess of 15 per cent of the Sum Insured

OFFICE CONTENTS SECTION (continued)

The COMPANY will indemnify the INSURED

EXCLUSIONS

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

The COMPANY will not be liable for

3 REPLACEMENT OF LOCKS

for the cost incurred in replacement of locks to the PREMISES or to any safe or strongroom within the PREMISES following loss of keys

(a) replacement of locks arising from theft of keys from the PREMISES out of BUSINESS HOURS or when the PREMISES are UNOCCUPIED

(b) any amount in excess of £1,000

4 METERED WATER

for the cost incurred by the INSURED as determined by the Water Supply Undertakings Meter for charges demanded by the Water Supply Undertaking Company following insured DAMAGE to water apparatus after the point of the service feed to the PREMISES

(a) the EXCESS of £250

(b) any DAMAGE not discovered within 180 days

(c) any loss occurring when the BUILDINGS in which the loss occurs are UNOCCUPIED

(d) any amount in excess of £10,000

5 TENANTS LIABILITY FOR DAMAGE

(a) Underground Services and Septic Tanks

for the cost of repair of DAMAGE for which the INSURED is responsible as tenant and not as owner to

- (i) septic tanks
- (ii) underground services (including covers) extending from the PREMISES to the public mains

(a) (i) the EXCESS of £250
(ii) any amount in excess of £10,000

(b) Theft Damage

for the cost of repair of damage to the BUILDINGS or OUTBUILDINGS for which the INSURED is responsible as tenant and not as owner following theft or attempted theft

(b) (i) the EXCESS of £250
(ii) DAMAGE when the BUILDINGS are UNOCCUPIED
(iii) any amount in excess of £10,000

6 TRACE AND ACCESS

for the reasonable costs incurred by the INSURED with the consent of the COMPANY in locating the source of any escape of water from any fixed water tank apparatus or pipe at the PREMISES including subsequent repairs to walls floors or ceilings within the BUILDINGS

(a) any amount in excess of £10,000 in respect of any one claim and in the aggregate during any one Period of Insurance

(b) the cost of repairs to the fixed water tank apparatus or pipe

OFFICE CONTENTS SECTION (continued)

The COMPANY will indemnify the INSURED

EXCLUSIONS

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

The COMPANY will not be liable for

7 LANDSCAPING EXPENSES

for the reasonable costs incurred by the INSURED for the restoration of gardens at the PREMISES following DAMAGE caused by the Emergency Services resulting from DAMAGE to the PREMISES to a condition substantially the same as but not better or more extensive than that immediately before the DAMAGE

- (a) the EXCESS of £250
- (b) any amount in excess of £1,000

8 OFFICEFRONT

if DAMAGE occurs to the OFFICEFRONT at the PREMISES specified in the Schedule during the Period of Insurance

- (a) the EXCESS of £250
- (b) DAMAGE when the PREMISES are UNOCCUPIED unless the DAMAGE is caused by Fire Lightning Explosion Earthquake Subterranean Fire Aircraft or Impact
- (C) any amount in excess of £2,500

OFFICE CONTENTS SECTION - BENEFITS

1. AUTOMATIC REINSTATEMENT OF SUMS INSURED

The Sums Insured will not be reduced by the amount of any claim unless the COMPANY gives written notice to the contrary

2. INFLATION PROTECTION

The Sum Insured for BUSINESS CONTENTS is increased monthly by the percentage movement in the General Index of Retail Prices or any alternative index specified by the COMPANY

The COMPANY will not charge additional premium for the change in the Sum Insured which will occur monthly but the next renewal premium will be calculated on the adjusted Sum Insured

The Sum Insured will not be reduced when an index figure reduces However such Sum Insured will not be increased subsequently due to an increase in the index until the index rises above the point at which it originally reduced

3. REINSTATEMENT

In the event of DAMAGE the basis upon which the amount payable is to be calculated will be the Reinstatement of the property sustaining DAMAGE subject to the following Special Provisions and subject also to the terms and Conditions applying to this Section except in so far as the same may be varied hereby

Reinstatement means the carrying out of the following work

- (a) where the property is lost or destroyed its replacement by similar property in a condition equal to but not better nor more extensive than its condition when new
- (b) where the property is damaged the repair of the damage and the restoration of the damaged portion of such property to a condition substantially the same as but not better nor more extensive than its condition when new

REINSTATEMENT: SPECIAL PROVISIONS

- (i) In the event of a partial loss to property insured following DAMAGE the liability of the COMPANY will not exceed the amount for which the COMPANY would have been liable to pay for Reinstatement if such property had been wholly destroyed
- (ii) If at the time of Reinstatement the Sum Insured represents less than 85 per cent of the cost of Reinstatement which would have been incurred had the whole of the property insured been destroyed the INSURED will be considered as being their own insurer for the difference between the Sum Insured and the sum representing the cost of Reinstatement of the whole of such property insured and will bear an appropriate proportion of the DAMAGE accordingly
- (iii) No payment beyond the amount which would have been payable under this Section if this Additional Benefit had not been incorporated herein will be made if at the time of any DAMAGE to any property insured hereunder such property will be covered by any other insurance effected by or on behalf of the INSURED which is not upon the identical basis of Reinstatement set forth herein
- (iv) Where by reason of any of the above Special Provisions no payment is to be made beyond the amount which would have been payable under this Section if this Additional Benefit had not been incorporated herein the rights and liabilities of the COMPANY and the INSURED in respect of the DAMAGE will be subject to the terms and Conditions applying to this Section including any Condition of AVERAGE as if this Additional Benefit had not been incorporated herein

OFFICE CONTENTS SECTION – EXTENSIONS

This Section also insures DAMAGE to

EXCLUSIONS

The COMPANY will not be liable for

1 DOCUMENTS IN TRANSIT

DOCUMENTS in transit within the TERRITORIAL LIMITS in the custody of the INSURED DIRECTOR PARTNER or an EMPLOYEE or by post or courier service up to the Sum Insured stated in the Schedule

(a) MONEY or securities for MONEY

(b) Negotiable instruments

(c) any amount in excess of £1,000

2 EXTERNAL SIGNS AND NAMEPLATES

external signs and nameplates

(a) the EXCESS of £100

(b) any amount in excess of £1,000

3 GLASS

fixed glass polycarbonate and fixed sanitaryware for which the INSURED is responsible within or forming part of the BUILDINGS

(a) the EXCESS of £100

(b) glass polycarbonate or sanitaryware already cracked or broken

(c) breakage caused by installation removal or repairs to the BUILDINGS

(d) DAMAGE by scratching

ADDITIONAL EXPENSES

(e) any amount in excess of £10,000

The COMPANY will pay for repair or replacement of framework lettering or alarm foil resulting from the breakage of glass insured

OFFICE CONTENTS SECTION – EXTENSIONS (continued)

This Section also insures DAMAGE to

EXCLUSIONS

The COMPANY will not be liable for

4 MONEY

MONEY within the TERRITORIAL LIMITS up to the Limits of Liability stated in the Schedule

- (a) the EXCESS of £100
- (b) depreciation shortages errors omissions or consequential loss of any kind
- (c) loss arising from theft fraud or dishonesty of a DIRECTOR PARTNER or EMPLOYEE
 - (i) not discovered within 7 working days of the event
 - (ii) insured by a fidelity guarantee insurance
- (d) loss from any unattended vehicle
- (e) loss from any coin operated machine
- (f) loss by forgery or deception

MONEY: SPECIAL TERMS

(i) AGGREGATION

The aggregate liability of the COMPANY in respect of any one loss under this or any other Policy or Policies issued by the COMPANY will not exceed the amounts shown under the Limits of Liability

(ii) KEYS

It is a condition precedent to the liability of the COMPANY that all keys or notes of combinations to safes or strongrooms shall be in the custody of the INSURED DIRECTOR PARTNER or authorised EMPLOYEE during BUSINESS HOURS and not left in the PREMISES out of BUSINESS HOURS

(iii) DAMAGE to SAFES

The COMPANY will indemnify the INSURED in respect of DAMAGE to any safe strongroom or container used for the carriage or safety of MONEY as a result of theft or attempted theft

(iv) PERSONAL CARRYING LIMIT

Whenever the amount of MONEY in transit stated in the Schedule exceeds the Personal Carrying Limit as stated in the Schedule the amount carried by any one person shall not exceed the Personal Carrying Limit

OFFICE CONTENTS SECTION – EXTENSIONS (continued)

This Section also insures

EXCLUSIONS

5 ROBBERY ASSAULT

The COMPANY will not be liable for

If the INSURED or any EMPLOYEE DIRECTOR or PARTNER sustains accidental bodily injury as a direct result of robbery or attempted robbery in the course of his or her employment in the BUSINESS which independently of any other cause results in death or disablement occurring within 12 months of such injury then the COMPANY will pay to the INSURED EMPLOYEE DIRECTOR or PARTNER the Benefit specified below

- (a) any injury to any person who at the time of sustaining injury is under 16 or over 70 years of age
- (b) an injury which is in any way brought about by or with the collusion of the INSURED or EMPLOYEES DIRECTORS or PARTNERS
- (c) an injury which is in any way brought about by any existing physical defect or infirmity drugs or intoxication

BENEFITS

1	Death	£5,000
2	Amputation or paralysis at or above the wrist or ankle of one or more hands or feet	£5,000
3	Total irrecoverable loss of sight in one or both eyes	£5,000
4	Permanent total disablement (other than through loss of limbs or sight) from any gainful occupation	£5,000
5	Total uninterrupted disablement from engaging the usual occupation for a maximum of 104 weeks at the rate per week of	£50
6	Clothing or personal effects damaged as a direct result of robbery to an amount not exceeding	£250

ROBBERY ASSAULT: SPECIAL TERMS

- (i) No payment will be made until the total amount due in respect of any one injury shall have been ascertained
- (ii) Not more than one of the Benefits 1 to 4 above will be payable and any amount paid or payable under Benefit 5 in respect of the same occurrence will be deducted from the amount payable under Benefits 1 to 4
- (iii) The receipt of the person entitled to compensation or his or her legal personal representatives will in all cases be an effectual discharge to the COMPANY
- (iv) The injured person will at his or her own expense furnish all certificates and information in such form and of such nature as the COMPANY may reasonably prescribe and as often as required by the COMPANY submit to medical examination on behalf of the COMPANY as its own expense in respect of any bodily injury sustained the COMPANY will in the event of the death of such person be entitled to a post-mortem examination at its own expense

OFFICE CONTENTS SECTION – EXTENSIONS (continued)

This Section also insures

EXCLUSIONS

6 COMPUTER EQUIPMENT

The COMPANY will not be liable for

The COMPANY will indemnify the INSURED

- | | |
|--|--|
| <p>(a) by repair or replacement of the COMPUTER EQUIPMENT as shown in the Schedule if such COMPUTER EQUIPMENT or any part thereof sustains DAMAGE at the PREMISES</p> <p>(b) for the additional costs and expenses of working necessarily and reasonably incurred by the INSURED consequent upon DAMAGE to COMPUTER EQUIPMENT including the clerical labour and computer time expended in reproducing computer system records for which the COMPANY has agreed liability</p> | <p>(a) the additional costs and expenses of working</p> <p>(b) the cost of reinstating information on computer systems or other records programmes or software</p> <p>(c) the EXCESS of £100</p> |
|--|--|

up to the Sum Insured stated in the Schedule

SPECIAL CONDITION – COMPUTER EQUIPMENT

It is a condition precedent to the liability of the COMPANY that there shall be at all times during the currency of the Policy a valid agreement for the maintenance and repair of the COMPUTER EQUIPMENT insured by this Section

7 REFRIGERATOR CONTENTS

DAMAGE to food drink and other refrigerated goods in any refrigerated cabinet in the PREMISES caused by

The COMPANY will not be liable for

- | | |
|---|---|
| <p>(a) breakdown of the refrigerated cabinet</p> <p>(b) failure of the public electricity supply</p> <p>(c) accidental leakage of refrigerant</p> | <p>(a) the EXCESS of £100</p> <p>(b) losses where the refrigerated cabinet is more than 15 years old</p> <p>(c) DAMAGE resulting from the deliberate act of any public supply authority to withhold or restrict supply including but not limited to withdrawal of supply due to industrial action</p> |
|---|---|

up to the Sum Insured stated in the Schedule

SPECIAL CONDITION - REFRIGERATOR BREAKDOWN

It is a condition precedent to the liability of the COMPANY that any refrigerated cabinet over 2 years old is annually inspected and maintained by a competent person

OFFICE CONTENTS SECTION - SPECIAL CONDITIONS

These apply in addition to the General Conditions

1. AVERAGE

Each Sum Insured is subject to AVERAGE

2. PROTECTIVE DEVICES

It is a condition precedent to the COMPANYS liability that whenever the PREMISES are left unattended the following protective devices are installed and maintained in full and effective working order at the PREMISES and are put into actual operation when the PREMISES are left unattended

- (a) Fire Exit doors must be secured
 - (i) by a panic bar with a mechanism to engage a vertical bolt securely at the top and bottom of the door and
 - (ii) by security bolts at the top and bottom of the door
- (b) Single leaf timber doors (other than Fire Exit doors) must be secured by
 - (i) a mortice deadlock that conforms to British Standard 3621 or equivalent and a 7 inch box striking plate or
 - (ii) a pad bar (with concealed fixings) and a 5 lever closed shackle padlock
- (c) The first closing leaf of any double leaf timber doors (other than Fire Exit doors) must be secured together by
 - (i) a pad bar (with concealed fixings) and a 5 lever closed shackle padlock or
 - (ii) a mortice deadlock that conforms to British Standard 3621 or equivalent and a 7 inch box striking plate
- (d) Outward opening single or double leaf timber doors must also be protected by hinge bolts top and bottom
- (e) Up and Over garage doors must be protected by a padbar and closed shackle padlock at each side that secures the bottom of the door to the door frame in addition to any existing protections
- (f) Roller shutter doors must be protected by either of the following methods
 - (i) the operating chain must be attached by a 5 lever closed shackle padlock to a securely fixed wall or door frame mounted metal pin or ring
 - (ii) a hasp that is welded or bolted to the bottom of the door must be secured by a 5 lever closed shackle padlock to a steel ring or staple that is concreted into or securely bolted to the floor
- (g) Aluminium framed sliding doors must be fitted with hook bolts
- (h) Opening sections in windows on the ground floor and in other windows that are accessible from roofs fire escapes or down pipes must be fitted with key operated window locks unless already protected by integral locks bars or grilles
- (i) Louvres in windows on the ground floor and in other windows that are accessible from roofs fire escapes and down pipes must be permanently fixed in place unless already protected by bars or grilles

OFFICE CONTENTS SECTION - EXCLUSIONS

The COMPANY will not be liable for

- (a) the cost of repair or replacement of plant or machinery caused by wear and tear breakdown or lack of maintenance
- (b) DAMAGE to electric wiring machines or appliances caused by self-ignition
- (c) DAMAGE caused by
 - (i) atmospheric or climatic conditions apart from Storm or Flood
 - (ii) vermin rot mould or toxic mould fungus insects or birds inherent vice latent defect natural or gradual deterioration wear and tear
 - (iii) animals which are not on the PREMISES for the purpose of the BUSINESS
 - (iv) faulty or defective design materials workmanship maintenance or any process of cleaning renovation or repair
 - (v) subsidence ground heave or landslide
 - (vi) electric or mechanical failure breakdown derangement or misuse
 - (vii) disappearance unexplained or inventory shortage misfiling or misplacing of information
 - (viii) erasure or distortion of information on computer systems and computer system storage media and any other records unless caused by DAMAGE not otherwise excluded to the machine or storage media on which the computer systems and software and other records are held nor for the value to the INSURED of the information itself
 - (ix) the deliberate act of any public service supplier to withdraw or restrict public water gas electricity or telecommunication services including but not limited to withdrawal of service due to industrial action
- (d) loss damage or destruction to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programmes or software) and whether the property of the INSURED or not but this shall not exclude loss damage or destruction which results from a DEFINED PERIL (other than the acts of thieves and malicious persons which do not involve physical force and violence)

PORTABLE BUSINESS EQUIPMENT SECTION

The Portable Business Equipment Section is operative only if Portable Business Equipment is shown as an Insured Section in the Schedule

The COMPANY will indemnify the INSURED against DAMAGE occurring within the TERRITORIAL LIMITS during the Period of Insurance to PORTABLE BUSINESS EQUIPMENT provided that the COMPANY shall not be liable for

- (a) more than the PORTABLE BUSINESS EQUIPMENT Sum Insured shown in the Schedule for each individual INSURED or EMPLOYEE in respect of any one occurrence or series of occurrences attributable to one original cause or source
- (b) more than £1,500 in respect of any one item insured under this Section

EXCLUSIONS

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

- (1) DAMAGE to MONEY documents or title deeds bonds bills of exchange promissory notes precious stones bullion gold or silver articles and jewellery
- (2) DAMAGE due to wear and tear moths vermin deterioration rust or any other gradually operating cause (unless consequent upon accident to the conveyance fire or explosion) depreciation delay or the carriage of explosives mechanical or electrical breakdown or failure
- (3) theft from open sided or open backed vehicles/trailers
- (4) theft of any mobile telephone vehicular satellite navigation equipment photographic equipment or COMPUTER EQUIPMENT from an unattended motor vehicle or trailer unless such
 - (a) property is secured in a locked boot or locked glove box within the vehicle and
 - (b) theft results from forcible and violent entry into a securely locked motor vehicle
- (5) theft from any unattended motor vehicle and/or trailer between the hours of 20.00 and 07.00 unless the vehicle or trailer
 - (a) is in a securely locked garage or
 - (b) has in full and effective operation an automatically activating immobiliser and an automatically setting security alarm installed and certified by a Thatcham recognised installer or former Vehicle Security Installation Board accredited installer Such alarm must comply with Thatcham Category 1 specification or comply with BS6803 and be powered by its own battery and cover the rear door of a commercial vehicle
- (6) any consequential losses or any costs of replacing or reinstating data or re-writing documents
- (7) the first £200 for each and every loss in respect of DAMAGE to COMPUTER EQUIPMENT or photographic equipment
- (8) the first £100 of each and every loss in respect of all other losses

PORTABLE BUSINESS EQUIPMENT SECTION - CONDITIONS

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

- (1) All losses involving theft or disappearance shall be reported immediately to the police
- (2) The INSURED shall provide all help assistance and cooperation required by the COMPANY in connection with any claim
- (3) The COMPANY shall be entitled
 - (a) on the happening of any DAMAGE to take and keep possession of the property and to deal with the salvage in a reasonable manner but property may not be abandoned to the COMPANY
 - (b) to indemnify the INSURED by
 - (i) payment of the amount of the loss or
 - (ii) a replacement or repair of the property or any part thereof insofar as it is practicable to do so and the INSURED shall at no cost to the COMPANY produce such plans documents books and information as the COMPANY may reasonably require
- (4) If at the time of any DAMAGE to property there is any other insurance covering the same property the COMPANY shall not be liable for more than its rateable proportion of any claim for such DAMAGE

BUSINESS INTERRUPTION SECTION

The Business Interruption Section is operative only if Business Interruption is shown as an Insured Section in the Schedule

The COMPANY will indemnify the INSURED for Increased Cost of Working for an amount not exceeding the Sum Insured stated in the Schedule if the BUSINESS at the PREMISES is interrupted as a result of

1. DAMAGE at the PREMISES

DAMAGE at the PREMISES to

- (a) BUSINESS CONTENTS insured by the Office Contents Section
- (b) the BUILDINGS occupied by the INSURED for the purpose of the BUSINESS

during the Period of Insurance

2. DAMAGE in the Vicinity

DAMAGE to property in the vicinity of the PREMISES by any cause of loss insured under the Office Contents Section which prevents or hinders the use of or access to the PREMISES during the Period of Insurance

3. Defective Sanitation Poisoning Murder Suicide or Disease

- (a) closure or restriction on the use of the PREMISES by order of a Public Authority consequent upon vermin pests defects in drains or defective sanitation at
- (b) any occurrence of a notifiable human disease attributable to food or drink supplied from
- (c) murder or suicide occurring at

the PREMISES during the Period of Insurance

4. Failure of Public Utilities

accidental failure of the public supplies of electricity gas or water at the terminal point of the public supply undertakings feed to the PREMISES during the Period of Insurance

EXCLUSIONS

These apply in addition to the General Exclusions The COMPANY will not be liable

- (i) for any interruption to the BUSINESS from a cause of loss which is excluded by the Office Contents Section of this Policy

- (i) for any amount in excess of 25% of the Sum Insured

- (i) for any amount in excess of 25% of the Sum Insured
- (ii) for any costs incurred in the cleaning repair replacement recall or checking of property
- (iii) for any loss arising from those PREMISES that are not directly affected by the occurrence discovery or accident

- (i) for any amount in excess of 25% of the Sum Insured
- (ii) where such failure is for a period of less than seven hours
- (iii) where the supply authority exercises its right to restrict or withhold supply including but not limited to withdrawal of supply due to industrial action
- (iv) as a result of any fault in any part of the INSUREDS installation at the PREMISES

BUSINESS INTERRUPTION SECTION (continued)

Provided that

- (a) there is simultaneously in force an insurance covering the interest of the INSURED in material property at the PREMISES under which the insurers have admitted liability for such DAMAGE which is not excluded by this Policy
 - (b) the liability of the COMPANY during any one Period of Insurance shall not exceed the Sum Insured stated in the Schedule
-

PAYMENT OF CLAIMS

The amount payable as indemnity will be in respect of Increased Cost of Working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of GROSS INCOME which but for that expenditure would have taken place during the INDEMNITY PERIOD in consequence of the DAMAGE less any sum saved during the INDEMNITY PERIOD in respect of such of the charges and expenses of the BUSINESS as may cease or be reduced in consequence of the DAMAGE

BUSINESS INTERRUPTION SPECIAL DEFINITIONS

INDEMNITY PERIOD

The period beginning with the occurrence of the DAMAGE and ending not later than twelve months thereafter during which the BUSINESS is affected as a result thereof

GROSS INCOME

The receipts of the BUSINESS from all sources less the cost of goods or materials relative thereto

BUSINESS INTERRUPTION SPECIAL EXTENSION

LOSS OF ACCOUNTS RECEIVABLE

The COMPANY will indemnify the INSURED in the event of ACCOUNTS RECEIVABLE being lost damaged or destroyed from any cause not specifically excluded under the Office Contents Section up to the Sum Insured stated in the Schedule

The COMPANY will not be liable for

- (i) bad debts
- (ii) errors and omissions
- (iii) alteration or concealment
- (iv) unexplained disappearance
- (v) failure of electric electronic or mechanical accounting systems or storage media
- (vi) failure to keep business books and records in Standard Metal Cabinets Fire Resisting Cabinets or Safes when the records of ACCOUNTS RECEIVABLE are not in use
- (vii) any amount in excess of the Sum Insured stated in the Schedule

BUSINESS INTERRUPTION SECTION – CONDITIONS

These apply in addition to the General Conditions

NEW BUSINESS

For the purpose of any claim arising from DAMAGE occurring before the completion of the first years trading of the BUSINESS at the PREMISES such loss will be ascertained by applying the GROSS INCOME earned during the period between the commencement of the BUSINESS at the PREMISES and the date of the event to the amount by which the GROSS INCOME during the period of interruption or interference will have fallen short of the proportional equivalent for that period of the GROSS INCOME realised during the period between the commencement of the BUSINESS and the date of such event

ALTERNATIVE TRADING

If during the INDEMNITY PERIOD the BUSINESS is conducted elsewhere than at the PREMISES the GROSS INCOME for such BUSINESS will be brought into account in arriving at the GROSS INCOME during the INDEMNITY PERIOD

PROFESSIONAL ACCOUNTANTS / AUDITORS CHARGES

The COMPANY will pay to the INSURED under this Section the reasonable charges payable by the INSURED to their professional accountants/auditors for certifying any particulars or details or any other proofs information or evidence as may be required by the COMPANY under the terms of this Section and reporting that such particulars or details are in accordance with the INSUREDS books of account or other BUSINESS books or documents provided that the sum of the amount payable for such reasonable charges and the amount otherwise payable under this Section will not exceed the Sum Insured stated in the Schedule

ALTERATION

This Section will be cancelled and of no effect if

- (a) the BUSINESS is wound up or carried on by a liquidator or receiver or permanently discontinued
- (b) the INSUREDS interest ceases otherwise than by death

BUSINESS INTERRUPTION SECTION EXCLUSION

The COMPANY will not be liable for loss resulting from damage or destruction to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programmes or software) and whether the property of the INSURED or not but this shall not exclude loss which arises from a DEFINED PERIL other than

- (i) the acts of thieves and malicious persons which do not involve force and violence
- (ii) the deliberate acts of rioters strikers locked-out workers persons taking part in labour disturbances or civil commotions

PERSONAL ACCIDENT SECTION

The Personal Accident Section is operative only if Personal Accident is shown as an Insured Section in the Schedule

If a CONTRACTOR suffers accidental bodily injury (including exposure to the elements) caused directly and solely by external and visible means whilst on an assignment or travelling between their usual place of residence and the premises of the INSURED or those premises at which they have an assignment within the TERRITORIAL LIMITS during the Period of Insurance which independently of any other cause within twelve months results in death or disablement the COMPANY will pay to the INSURED on behalf of the CONTRACTOR the appropriate Benefits shown below

Benefits		Unit of
Item		Benefit
1	Death	£25,000
2	Amputation or paralysis at or above the wrist or ankle of one or more hands or feet	£25,000
3	Total and irrecoverable loss of all sight in one or both eyes	£25,000
4	Permanent total disablement caused other than by loss of limb or sight which has lasted for at least twelve months and will in all probability entirely prevent the CONTRACTOR from engaging in any gainful occupation of any and every kind for the remainder of the CONTRACTORS life	£25,000

EXCLUSIONS

These apply in addition to the General Exclusions

Benefit is not payable by the COMPANY

- (a) where the CONTRACTOR is under 16 or over 70 years of age at the time of injury
- (b) as a result of a CONTRACTOR engaging in
 - (i) aviation airborne activities or air travel other than as a passenger in a fully licensed passenger carrying aircraft
 - (ii) hang gliding
 - (iii) committing or attempting to commit suicide or intentionally inflicting self-injury
 - (iv) sub aqua diving
- (c) in respect of injury arising from any physical or mental defect infirmity recurring disease or chronic or continuing disease existing at the time of the injury
- (d) for more than one of Items 1-4 of the Benefits in respect of the same injury
- (e) as a result of or contributed to by the pregnancy (including childbirth) of the CONTRACTOR
- (f) in respect of any injury arising from a CONTRACTOR taking a drug which is lawfully available only on prescription by a qualified doctor or dentist unless such drug was prescribed for such CONTRACTOR
- (g) in respect of injury whilst a CONTRACTOR is under the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction) or driving any kind of vehicle while the alcohol level in the blood is higher than the legal limit of the country where the accident occurs
- (h) in respect of injury to a CONTRACTOR arising from Post Traumatic Stress Disorder or related syndromes or any psychological or psychiatric condition
- (i) in respect of injury arising as a result of deliberate exposure to exceptional danger (except in an attempt to save human life)

PERSONAL ACCIDENT SECTION – CONDITIONS (continued)

These apply in addition to the General Conditions

1. SICKNESS OR DISEASE

For the purpose of this Section accidental bodily injury does not include sickness illness disease or disorder or any naturally occurring condition or degenerative process or the result of a gradually operating cause

2. AGGREGATE LIMIT

In the event of accidental bodily injury sustained by two or more CONTRACTORS in the same accident the COMPANY will not be liable for any amount in excess of the Aggregate Limit of Liability shown in the Schedule

If the total of the amounts otherwise payable exceeds the Aggregate Limit of Liability the Benefit payable for each CONTRACTOR will be proportionately reduced

3. DISAPPEARANCE

In the event of disappearance of a CONTRACTOR if after a suitable period of time it is reasonable to believe that death has occurred as a result of accidental bodily injury the Death Benefit (Item 1) becomes payable subject to a signed undertaking that if the belief is subsequently found to be wrong such Death Benefit will be refunded to the COMPANY

4. PAYMENT OF BENEFIT

- (a) No payment in respect of Items 1-4 of the Benefits will be made until the total amount due in respect of any one injury has been ascertained
- (b) No Benefit payable will carry interest

5. CLAIMS PROOF

- (a) All proof required by the COMPANY in connection with a claim will be submitted at the expense of the INSURED or the CONTRACTOR or their legal personal representatives in any form and at the intervals required by the COMPANY
- (b) The CONTRACTOR will submit as often as required to medical examination at the COMPANYS expense
- (c) If the CONTRACTOR dies the COMPANY will be entitled to have a post mortem examination at its own expense

6. AGGRAVATION BY PHYSICAL DISABILITY OR CONDITION

If the consequences of the accident shall be aggravated by any physical disability or condition of the CONTRACTOR which existed prior to the accident the amount of any Benefit payable under this Section in respect of the consequences of the accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated

ENDORSEMENTS

Each Endorsement below only applies if it is specifically stated in the Schedule as being operative

NON-STANDARD CONTRACTS ENDORSEMENT

Notwithstanding General Condition 1 – Terms of Business but subject otherwise to the terms Conditions and Exclusions of the Policy the COMPANY will indemnify the INSURED under any applicable Section of the Policy (other than the Professional Indemnity Section) where the terms of any contract or agreement entered into between the INSURED and their client are other than STANDARD TERMS OF BUSINESS

Provided that a copy of such contract or agreement has been submitted to and accepted by the COMPANY

For the purposes of this Endorsement only where so required by such contract or agreement

- (a) the INSURED shall be deemed to include any CONTRACTOR introduced or supplied by the INSURED named in the Schedule

Provided that

- (i) the terms and Conditions of the Policy shall apply to such CONTRACTOR in the same manner as they apply to the INSURED named in the Schedule and
- (ii) nothing in this Extension shall increase the liability of the COMPANY to pay any amount in excess of the relevant Limit of Indemnity stated in the Schedule

- (b) the following Indemnity to Principal Extension will apply

Indemnity to Principal Extension (applicable to the Employers Liability Section and Public and Products Liability Section)

Subject to the terms Conditions and Exclusions of this Policy the COMPANY will also indemnify the INSURED under the Employers Liability Section and Public and Products Liability Section against liability in respect of INJURY or PHYSICAL LOSS on the following basis

To the extent that any contract or agreement entered into by the INSURED with any PRINCIPAL so requires the COMPANY will

- (i) indemnify the INSURED against liability assumed by the INSURED under such contract or agreement
- (ii) indemnify the PRINCIPAL in like manner to the INSURED in respect of legal liability arising out of the performance by the INSURED of such contract or agreement

Provided that

- (a) an indemnity would have been provided under such Section had the claim been made against the INSURED
- (b) the PRINCIPAL will comply with and be subject to all terms Conditions and Exclusions in this Policy in so far as they can apply
- (c) the full conduct and control of all claims is vested in the COMPANY
- (d) the indemnity granted in respect of INJURY to EMPLOYEES under the Employers Liability Section if operative shall only apply in respect of liability to any person who is an EMPLOYEE of the INSURED
- (e) nothing in this Extension shall increase the liability of the COMPANY to pay any amount in excess of the relevant Limit of Indemnity stated in the Schedule

ENDORSEMENTS (continued)

MEDICAL TREATMENT EXTENSION

Notwithstanding General Exclusion 10 the insurance under the Public and Products Liability Section of this Policy is extended to include legal liability for INJURY arising from the administering (other than by injection or vaccination) by a CONTRACTOR supplied by the INSURED of any drug medicine or thing prescribed by a qualified medical practitioner

Provided that the liability of the COMPANY under this Extension shall not exceed £500,000 in respect of each and every claim and in the aggregate during any one Period of Insurance

LEGAL EXPENSES SECTION – DEFINITIONS

(Applicable to the Legal Expenses Section only)

APPOINTED ADVISOR

The solicitor accountant or other advisor appointed by US to act on behalf of the INSURED or an INSURED PERSON under the terms of the Policy

COMPANY

Ageas Insurance Limited

CONSEQUENTIAL LOSS

Any loss that is indirectly caused as a result of damage.

EXCESS

The amount or amounts shown in the Policy or on the Schedule which WE will deduct from each and every claim

INSURED

The person persons or company named in the Schedule as The INSURED and includes subsidiary companies notified to and agreed as accepted by the COMPANY

INSURED PERSON

(a) The INSURED and the INSUREDS directors partners managers officers and employees
(b) The estate heirs legal representatives or assignees of any persons mentioned in (a) if that person dies
(c) A person declared to the COMPANY who is contracted to perform work for the INSURED who is in all other respects included by the INSURED on the same basis as the INSUREDS other employees and who performs work under the INSUREDS supervision.

LEGAL COSTS & EXPENSES

(a) For all claims other than as provided for in (b) below:

(i) reasonable legal costs fees and disbursements reasonably and proportionately incurred by the

APPOINTED ADVISOR on the STANDARD BASIS and agreed in advance by US

(ii) reasonable accountancy fees disbursements and other costs reasonably incurred by the APPOINTED

ADVISOR and agreed in advance by US

(iii) other sides costs incurred in civil claims where the INSURED PERSON has been ordered to pay them or pays them with OUR agreement

(b) The INSURED PERSONS loss of earnings while absent from work to attend any court tribunal arbitration disciplinary hearing or regulatory proceedings at the request of the APPOINTED ADVISOR or whilst on jury service

PROPERTY

Material property

REASONABLE PROSPECTS OF SUCCESS

In civil proceedings and criminal prosecution claims (except where the INSURED PERSON pleads guilty), the INSURED PERSON must have a greater than 50% chance of successfully pursuing or defending their claim

If the INSURED PERSON is seeking damages or compensation there must also be a greater than 50% chance of enforcing any judgment that might be obtained

In criminal prosecution claims where the INSURED PERSON pleads guilty the INSURED PERSON must have a greater than 50% chance of successfully mitigating their sentence or fine

In tax claims any dispute or appeal the INSURED PERSON must have a greater than 50% chance of being successful

LEGAL EXPENSES SECTION - DEFINITIONS: (CONTINUED)

SMALL CLAIMS COURT

A court in:

- (a) England and Wales that hears a claim falling under the Small Claims Track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999
- (b) Scotland that uses the small claims procedure as set out by the Act of Sederunt (Small Claims) Rules 2002
- (c) Northern Ireland where the sum in dispute is less than £3,000

STANDARD BASIS

The basis of assessment of costs where the court only allows recovery of costs which are proportionate to the claim and which have been reasonably incurred

TERRITORIAL LIMITS

- (a) For Compliance & Regulation and Contract & Debt Recovery claims: the United Kingdom Channel Islands Isle of Man countries in the European Union Norway and Switzerland
- (b) For all other claims: the United Kingdom, Channel Islands and the Isle of Man

WE/US/OUR

The COMPANY B4 Claims Limited or any of their appointed agents

LEGAL EXPENSES SECTION: COVER

For this insurance and any Extension of this Section made operative in the Schedule the COMPANY will pay the INSURED PERSONS LEGAL COSTS & EXPENSES (and Compensation Awards) up to the limit of indemnity that is stated on the Schedule for all claims related by time or original cause including the cost of appeals provided that:

- (a) the claim (unless otherwise stated) arises in connection with the INSUREDS business shown in the Schedule and occurs within the TERRITORIAL LIMITS
- (b) the claim:
 - (i) always has, in the opinion of the APPOINTED ADVISOR REASONABLE PROSPECTS OF SUCCESS
 - (ii) is reported to US
 - during the period of insurance
 - immediately after the INSURED PERSON becomes aware of circumstances which could give rise to a claim under this Policy
- (c) unless there is a conflict of interest the INSURED PERSON always agrees to use the APPOINTED ADVISOR nominated by US in any claim:
 - (i) falling under the jurisdiction of an Employment Tribunal or the SMALL CLAIMS COURT and/or
 - (ii) prior to the issue of legal proceedings
- (d) any proceedings or hearings are dealt with by a court tribunal or other body that WE agree to in the TERRITORIAL LIMITS
- (e) in respect of claims for Employment Compensation Awards the most the COMPANY shall pay during the same period of insurance shall be £1,000,000

Cover applies in respect of the following events

- 1 Employment
 - Defending the Insured in an employment dispute with an employee ex-employee prospective employee or trade union acting on their behalf arising from a breach or an alleged breach of their:
 - (a) contract of service with the Insured and/or
 - (b) statutory rights under employment laws

An employment dispute is deemed to have occurred once all internal dismissal disciplinary and grievance procedures as set out by the:

- (a) Advisory Conciliation and Arbitration Service in the ACAS code of practice on disciplinary and grievance procedures or
- (b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been completed

The COMPANY will not cover the INSURED for any claim:

- 4 for redundancy or alleged redundancy or unfair selection for redundancy occurring during the first 180 days of this Policy except where the INSURED has had equivalent cover in force up until the start of this Policy
- 5 arising from or relating to any transfer of business which falls under the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006
- 6 for Legal Costs & Expenses in respect of an internal disciplinary hearing or grievance
- 2 Employment Compensation Awards
 - Following a claim WE have accepted under Cover 1 Employment the COMPANY will pay any:
 - (a) basic and compensatory award made against the INSURED by a tribunal
 - (b) amount agreed by US in settlement of a dispute provided that:
 - (i) REASONABLE PROSPECTS OF SUCCESS exist for a wholly successful defence throughout
 - (ii) in respect of any compensation payable for redundancy alleged redundancy or unfair selection for redundancy the INSURED has sought and followed advice from US or OUR agent throughout including before serving notice of redundancy
 - (iii) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme under a judgment made after full argument other than by consent or default or is payable under a settlement approved in writing by US

LEGAL EXPENSES SECTION: COVER (CONTINUED)

The COMPANY will not cover Compensation Awards relating to

- (a) trade union activities, membership or non membership industrial or labour arbitration collective bargaining agreements, trade union recognition or matters concerning European Works Council
- (b) money due to an employee under a contract of employment or a statutory provision relating thereto
- (c) the INSUREDS failure to comply with a reinstatement or re-engagement order
- (d) a breach of the National Minimum Wage Act 1998
- (e) civil claims or statutory rights relating to trustees of occupational pension schemes

3 Tax Protection

- (a) A formal aspect or full enquiry into the INSUREDS business tax affairs
- (b) An appeal following an assessment by HM Revenue & Customs relating to Value Added Tax
- (c) A dispute about the INSUREDS compliance with regulations relating to:
 - (i) Pay As You Earn
 - or
 - (ii) Social Security
 - or
 - (iii) National Insurance Contributions following a review by HM Revenue & Customs
- (d) A formal aspect or full enquiry into the personal tax affairs of the INSUREDS directors and/or partners

provided that:

- (i) all returns are completed and have been submitted within the legal timescales permitted
- (ii) for an aspect enquiry the INSURED is responsible for an EXCESS of £200

The COMPANY will not cover any claim arising from or relating to:

- (a) an investigation by the Special Civil Investigation Office or the Special Compliance Office of HM Revenue & Customs

- (b) an investigation under the Civil Investigation of Fraud procedure
- (c) a tax avoidance scheme
- (d) tax returns or accounts where HM Revenue & Customs levy a penalty or claim for interest or which contain negligent misstatements or where the INSURED falls below the standard of a reasonably prudent businessman in keeping books and records
- (e) failure to register for VAT

4 Property

A dispute relating to PROPERTY which is owned by the INSURED or is the INSUREDS responsibility

- (a) Following an event which causes physical damage to the INSUREDS PROPERTY
- (b) Following a public or private nuisance or trespass
- (c) Which the INSURED wishes to recover or repossess from an employee or ex-employee

The COMPANY will not cover any claim arising from or relating to

- (a) a contract between the INSURED and the third party except for a claims under Cover 4(c) above defending any claim brought against the INSURED unless defending a counter-claim
- (c) any claim involving a motor vehicle whilst at the INSUREDS premises
- (d) goods in transit or goods lent or hired out
- (e) the compulsory purchase of or restrictions or controls placed on the INSUREDS PROPERTY by any government local or public authority

5 Compliance & Regulation

- (a) defending the INSURED PERSON when dealing with the police or Health & Safety Executive prior to the INSURED PERSON being charged
- (b) defending the INSURED PERSON following an event other than a parking offence leading to the INSURED PERSON being prosecuted in a court of criminal jurisdiction
- (c) representing the INSURED following a notice by the relevant authority to alter suspend revoke or refuse to renew the INSUREDS statutory licence

LEGAL EXPENSES SECTION: COVER (CONTINUED)

- (d) appealing against the terms of a Statutory Notice served against the INSURED
- (e) representing the INSURED PERSON at a formal investigation or disciplinary hearing by any trade association professional or regulatory body
- (f) defending the INSURED in a civil action alleging wrongful arrest arising from an allegation of theft
- (g) defending the INSURED in a civil action for compensation under Section 13 of the Data Protection Act 1998 including compensation awarded against the INSURED provided that the INSURED is registered with the Information Commissioner and appealing against a decision of the Information Commissioner to reject the INSUREDS application to register as a Data Controller
- (h) the INSURED PERSONS loss of earning incurred when the INSURED PERSON is absent from work to attend any court tribunal arbitration disciplinary hearing or regulatory proceedings at the request of APPOINTED ADVISOR or whilst on jury service

The COMPANY shall not be liable for more than £5,000 after taking into account earnings that are recoverable from the court or tribunal

6 Employees Extra Protection

At the INSUREDS request

- (a) defending an employee in civil proceedings under unlawful discrimination laws on the grounds of sex race disability sexual orientation age religious belief or political opinion
- (b) defending an employee as a trustee of a pension fund set up for the benefit of the INSUREDS employees
- (c) pursuing a claim following an event causing an INSURED PERSON or member of their family death or bodily injury

7 Contract & Debt Recovery

A breach or alleged breach of an agreement or alleged agreement which has been entered into by the INSURED or on the INSUREDS behalf relating to the purchase hire purchase lease servicing maintenance testing sale or provision of goods or services

Provided that

- (i) the amount in dispute exceeds £200
- (ii) if the amount in dispute exceeds £5,000 the INSURED is responsible for an EXCESS of £500
- (iii) for an undisputed debt claim the INSURED must notify US within 90 days of the money becoming due and payable and have exhausted their normal credit control procedures

The COMPANY will not cover the INSURED for any claim arising from or relating to

- (a) computer software or systems which have been tailored to the INSUREDS requirements
- (b) the sale or provision of computer hardware software systems or services by the INSURED
- (c) the letting leasing or licensing of land or buildings where the INSURED acts as the landlord
- (d) the sale or purchase of any land or buildings
- (e) loans mortgages endowments pensions or any other financial product
- (f) the settlement payable under an insurance policy
- (g) any claim that would be covered under Cover 1 Employment
- (h) a breach or alleged breach of an INSURED PERSONS professional duty

LEGAL EXPENSES SECTION: EXCLUSIONS

- This Section does not cover any claim arising from or relating to
- 1 LEGAL COSTS & EXPENSES or Compensation Awards incurred before WE accept a claim
 - 2 any actual or alleged act omission or dispute occurring prior to or existing at the start of the Policy or operative extension and which the INSURED PERSON knew or ought to reasonably to have known could give rise to a claim under this Section
 - 3 an allegation against the INSURED PERSON involving
 - (a) assault violence or dishonesty
 - (b) malicious falsehood or defamation
 - (c) the manufacture dealing in or use of alcohol illegal drugs indecent or obscene materials
 - (d) illegal immigration
 - (e) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
 - 4 the defence of legal proceedings relating to
 - (a) damages for personal injury (other than injury to feelings arising from an employment dispute)
 - (b) loss or damage to PROPERTY owned by the INSURED PERSON
 - (c) any tortious liability except where the claim is covered under Cover 4 Property
 - 5 fines penalties or compensation except for Employment Compensation Awards under Cover 2 Employment Compensation Awards above and compensation ordered under Section 13 of the Data Protection Act 1998 as described in Cover 5 Compliance and Regulation
 - 6 costs awarded against the INSURED PERSON by a court of criminal jurisdiction following a conviction
 - 7 patents copyright trademarks passing-off service marks registered designs secrecy and confidential information
 - 8 a dispute with any subsidiary parent associated or sister company or between shareholders or partners
 - 9 a franchise or agency agreement
 - 10 a judicial review
 - 11 a dispute with US not dealt with under General Condition 15 Arbitration

LEGAL EXPENSES SECTION: CONDITIONS

These apply in addition to the General Conditions

- 1 Precedents to Liability
Liability under this Section is conditional
 - (a) On the truth and accuracy of the declarations contained in the proposal form or statement of fact
 - (b) On the observance and fulfilment of the terms and Conditions of this Policy in so far as they relate to anything to be done by or by the INSURED PERSON
- 2 The Insured Persons Responsibility
An INSURED PERSON must
 - (a) not do anything that hinders US or the APPOINTED ADVISOR
 - (b) tell US immediately after first becoming aware of any cause event or circumstances which could give rise to a claim under this Section
 - (c) tell US immediately of anything that may materially alter OUR assessment of the claim
 - (d) co-operate fully with the APPOINTED ADVISOR and US give the APPOINTED ADVISOR any instructions WE require and keep them updated with the progress of the claim
 - (e) provide US with everything WE need to help US handle the claim
 - (f) take reasonable steps to recover LEGAL COSTS & EXPENSES that the COMPANY pays and pay to the COMPANY all costs that are recovered should these be paid to the INSURED PERSON
 - (g) tell the APPOINTED ADVISOR to have the LEGAL COSTS & EXPENSES assessed or audited if WE require
 - (h) minimise any LEGAL COSTS & EXPENSES and try to prevent anything happening that may cause a claim
- (i) allow the COMPANY at its expense at any time to conduct in the INSURED PERSONS name any settlement or defence of any claim or to prosecute for its own benefit any claim for indemnity or compensation or otherwise and have full discretion in the conduct of any proceedings and in settlement of any claim proceeding or investigation
- 3 The Appointed Advisor
 - (a) In certain circumstances as set out in 3(c) below the INSURED PERSON may choose an APPOINTED ADVISOR
In all other cases no such right exists and WE shall choose the APPOINTED ADVISOR
 - (b) Where the INSURED PERSON wishes to exercise their right to choose they should write to US with their preferred representatives contact details
The INSURED PERSONS chosen representative must agree to act under OUR standard terms of business and co-operate with US at all times
 - (c) If WE agree to start legal proceedings and the court or tribunal requires any representative to be legally qualified or there is a conflict of interest the INSURED PERSON may choose a suitable qualified APPOINTED ADVISOR
The right of the INSURED to choose never applies to Employment Tribunal cases where the COMPANY may be liable to pay compensation Tax Protection or SMALL CLAIMS COURT claims unless there is a conflict of interest
 - (d) If the APPOINTED ADVISOR refuses to continue acting for the INSURED PERSON with good reason the INSURED PERSON dismisses the APPOINTED ADVISOR without good reason or the INSURED PERSON withdraws from the claim without OUR agreement cover will end immediately unless WE agree to appoint another APPOINTED ADVISOR

LEGAL EXPENSES SECTION: CONDITIONS (CONTINUED)

These apply in addition to the General Conditions

4 Our Consent

WE must give OUR written consent to the INSURED PERSON to incur any LEGAL COSTS & EXPENSES or Compensation Awards
The COMPANY does not accept and liability for LEGAL COSTS & EXPENSES or Compensation Awards without OUR written consent

5 Settlement

- (a) The COMPANY has the right to settle the claim by paying the value of the claim
- (b) The INSURED PERSON must not negotiate settle the claim or agree to pay any LEGAL COSTS & EXPENSES without OUR written agreement
- (c) If the INSURED PERSON refuses to settle the claim following
 - (i) a reasonable offer
 - (ii) advice to do so from the APPOINTED ADVISOR the COMPANY may refuse to pay further LEGAL COSTS & EXPENSES

6 Counsels Opinion

WE may require the INSURED PERSON to obtain and pay for an opinion from counsel regarding the merits or value of the claim
If the opinion supports the INSURED PERSON then the COMPANY will pay for the opinion

7 Alteration

The Section shall be void if at any time:

- (a) the INSUREDS business is wound up or carried on by a liquidator or receiver or permanently discontinued
- (b) the INSUREDS interest ceases except by will or operation of law
- (c) the risk of legal disputes is increased unless the COMPANY agrees in writing to continue the insurance

8 Misrepresentation

This Section shall be voidable in the event of misrepresentation misdescription or non-disclosure of any material fact

9 Fraud

If any claim under this Section shall be in any respect fraudulent or if any fraudulent means or devices are used by the INSURED PERSON or anyone acting on behalf of the INSURED PERSON to obtain any benefit under this Policy all benefit shall be forfeited

10 Language

Unless agreed otherwise the contractual terms and Conditions and other information relating to this contract will be in the English Language

11 Contracts (Rights of Third Parties)

No party to this contract intends that any clause or term of this contract should be enforceable by virtue of the Contracts (Right of Third Parties) Act 1999 by any person who is not a party to this contract

12 Acts of Parliament

All Acts of Parliament referred to within this Section shall include equivalent legislation in Scotland Northern Ireland the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation

LEGAL EXPENSES SECTION: MAKING A CLAIM

Before you do anything call the Claims Helpline 0117 917 1698 open from 9.00am to 5.00pm Monday to Friday
Our experienced and friendly staff will take your details and send you a claim form to be completed
Once you have notified us of your claim in writing provided that we accept that you are covered under this Section we will immediately pass details of the claim to one of our panel of specialist solicitors and other experts who will advise you of the best course of action and represent you in any subsequent legal proceedings if appropriate
Your claim will be dealt with quickly and professionally

Legal Helpline 0845 581 0400

The Legal Helpline is open 24 hours a day 365 days a year

This Legal Expenses Section provides a confidential legal helpline should you need advice on business legal matters including

- employment disputes and redundancy plans
- contractual disputes
- property issues
- tax regulations

Confidential counselling helpline

If an employee needs confidential help and advice our counsellors are available 24/7 to provide support over the phone on any matter that is causing upset or anxiety whether or not related to work

Assistance is available by telephoning 0845 122 8934

Claims administration

All claims reported under this Section will be administered by:

B4 Claims Limited 7 Farleigh Court, Old Weston Road Flax Bourton Bristol BS48 1UR

Business on-line Legal Services

Enter voucher code X1232KC79BB5 to register at www.arag.co.uk/docs

On registration you will be able to create a password to access the law guide and download legal documents to help run your business more effectively

DATA PROTECTION NOTICE

Please read this notice carefully as it contains important information about Our use of Your Personal Information

In this notice We and Us and Our means Ageas Insurance Limited and You and Your means the INSURED

Personal Information means any information You give Us about any DIRECTOR officer PARTNER or EMPLOYEE of Your BUSINESS or any other person connected with Your BUSINESS

You should show this notice to any person whose Personal Information You give to Us as it will also apply to them

You must ensure that all Personal Information You provide is accurate and complete

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 race religion and any criminal convictions We need to use sensitive personal data to manage Your policy and to provide the services described in Your Policy documents (such as dealing with claims)

How we use your personal information

We are part of the Ageas group of companies We may share Personal Information with other companies in the Ageas group for any of the purposes set out in this notice

If You would like information on the companies in the Ageas group please write to the Data Protection Officer at the address set out below

We will use Personal Information to manage Your insurance Policy including handling underwriting and claims and issuing renewal documents and providing renewal information to You or Your insurance agent

We may use Personal Information and information about Your use of Our products and services to carry out research and analysis

We may have to share Personal Information with other insurers regulatory authorities Our business partners or agents providing services on Our behalf

We will share Personal Information with others

- if We need to do this to manage Your Policy with Us including settling claims
- for underwriting purposes
- to prevent or detect crime (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

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

Preventing and detecting crime

We may use Personal Information to prevent crime

In order to prevent crime We may

- check the Personal Information against Our own databases
- share it with fraud prevention agencies and/or
- share it with operators of registers available to the insurance industry to check information and prevent fraud

We may pass information relating to Your insurance Policy and any incident (such as an accident theft or loss) to the operators of these registers

Dealing with others on your behalf

To help You manage Your insurance Policy subject to answering security questions We will deal with any DIRECTOR officer PARTNER or EMPLOYEE of Your BUSINESS or any other person We reasonably believe to be authorised to be acting for You if they call Us on Your behalf in connection with Your policy or a claim relating to Your policy

Marketing

We will only use Personal Information to market Our products and services to You if You agree to this

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

DATA PROTECTION NOTICE: (CONTINUED)

Further information

You are entitled to receive a copy of any Personal Information We hold about You

To receive a copy please contact Our Data Protection Officer giving Your name address and insurance Policy number

We may charge You a small fee for this

If You require further information on, or wish to complain about the way that We use Personal Information please write to the

Data Protection Officer

Ageas Insurance Limited

Ageas House

Hampshire Corporate Park

Templars Way

Eastleigh, Hampshire

SO53 3YA