



Darwin Clayton Security Policy

Policy Wording

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Helpline Services

As an Ageas policyholder with a current policy, you are automatically entitled to the following helpline services. To help us to check and improve our service standards calls are recorded.

Business Legal Advice – 0345 122 8931

This helpline is available 24 hours per day, seven days a week to provide confidential legal advice on business-related legal problems within the laws of England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man, Norway, Switzerland and the countries of the European Union.

UK Tax Advice – 0345 122 8931

This helpline is available between 9am and 5pm, Monday to Friday (except bank holidays) to provide confidential advice on any tax matters affecting your business within England, Scotland, Wales and Northern Ireland.

Redundancy Assistance – 0345 322 0176

This helpline is available between 9am and 5pm, Monday to Friday (except bank holidays) to provide specialist advice if you are planning redundancies within your business. This service offers document review and telephone or written advice and will assist you to implement a fair selection process and ensure that the redundancy notices are correctly served. If you opt to use this service a charge will be payable by you.

Crisis Communication – 0345 322 0175

This helpline is available 24 hours per day, seven days a week to provide help in responding to negative publicity or media attention which could affect your business. In advance of any actual adverse publicity, where possible, experts will provide initial advice for you to act upon. If your circumstances require professional work to be carried out at the time, we can help on a consultancy basis subject to you paying a fee.

Identity Theft Advice and Resolution Service – 0345 322 0177

This helpline is available between 8am and 8pm, seven days a week to you and your directors, partners and executive officers of your business to help keep your personal identities secure. Where identity theft is suspected, specialist caseworkers can help to restore UK credit ratings and correspond with card issuers, banks or other parties located in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

Business Emergency Assistance – 0345 122 8935

This helpline is available 24 hours per day, seven days a week to arrange help straight away if an unforeseen emergency causes damage to the premises or creates a health and safety hazard. We will contact a suitable repairer or contractor and arrange assistance on your behalf. All costs of assistance provided are your responsibility, although if the damage is insured you will be able to make a claim for repair of the damage.

Confidential Counselling – 0345 122 8934

This helpline is available 24 hours per day, seven days a week for employees (including spouses, domestic or civil partners, relatives and dependants permanently living with them) who are suffering from emotional upset or feeling worried or anxious about a personal or work-related problem. Qualified counsellors will provide free confidential support and advice. Due to their sensitive nature counselling calls are not recorded.

Please do not use these helpline service numbers to report a claim.

These helpline services are provided on our behalf but not by us. We take no responsibility for the advice given or assistance given or for the failure of the helplines which may result from an exceptional event that is beyond the control of us and the helpline service provider.

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Adding clarity to your policy

Some of the words in this policy wording have a specific meaning. Our definition for words that appear in bold can be found on page 8.

Darwin Clayton Security Policy

This **policy** is a contract of insurance between **you** and **us** by which **we** agree to cover **you** in respect of the risks set out in the sections and sub-sections of this **policy** as shown on the schedule, subject to the terms, conditions and exclusions of this **policy** and in consideration of **you** paying or agreeing to pay the premium.

This **policy** is made up of a number of documents which must be read together. **You** should read carefully all documents that **we** have provided and contact **your agent** immediately if this **policy** does not meet **your** needs.

Please keep **your** policy wording, **schedule** and other related documents in a safe place as **you** will need to refer to them if **you** make a claim.

Our Customer Care Policy

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

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

Phone: **01892 511 144**

Fax: **01892 511 455**

Email: **info@dcuk.co.uk**

Darwin Clayton (UK) Limited is authorised and regulated by the Financial Conduct Authority Register Number 303990.

Registered in England and Wales No. 2783474

If **you** have a query in relation to a claim, please refer to the How to make a claim section on page 5 of this **policy** wording.

Important Notice

A fair presentation of all material facts and circumstances must be made to **us**. Providing **us** with inaccurate information or failing to tell **us** of anything which may increase the risk may invalidate this **policy** or lead to claims not being paid or being paid in part only.

Some examples of facts and circumstances which are material to **us** are shown below:

- **Who you are** – the legal entity that owns the **business**
- **Business status** – sole proprietor, partnership, limited liability partnership or a limited company
- **What you do** – the description of the **business** as shown on the **schedule**
- **Personal and business history** – the previous history relating to proprietors, **partners** or **directors** or their business that is provided to **us** for example previous bankruptcies, company liquidations, convictions, claims etc

Other material and relevant facts will be shown on the **proposal**. If **you** are in any doubt or require clarification of what must be declared to **us** please discuss with **your agent**.

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

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

In addition, **you** should take all reasonable care to prevent the sale or supply of goods which are defective in any way.

How to make a claim

If **you** need to make a claim, please contact **our** commercial claims department on **0345 415 0495**. The line is open 24 hours a day, 365 days a year. Alternatively, **you** can write to **us** at:

Commercial Claims
Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Park
Eastleigh
Hampshire
SO53 3YA

The claims handler will take full details of the claim and guide **you** through the next steps.

Once **we** have been notified of a claim, **we** will tell **your agent**. The notification letter gives **your agent** the opportunity to become involved in the claim if either **you** or they wish. Once the claim has been settled, a letter is sent to **your agent** confirming settlement and the amounts paid.

Do

- Have details of **your** policy number ready when notifying **us**. **You** can find the policy number on the **schedule**.
- Notify **us** of any claim or any incident which may lead to a claim as soon as possible. The sooner **we** are involved, the more opportunity **we** have to resolve the claim to **your** satisfaction.
- Ensure that any letter or notice received is sent to **us** immediately unanswered and unacknowledged.
- **You** must also send **us** unanswered and unacknowledged any written claim, writ, summons or other document relating to a claim and tell **us** of any pending prosecution, coroner's inquest or fatal accident inquiry and give **us** full details of any verbal claims made against **you**.
- Any injury to an **employee** should be reported to **us** regardless of whether a formal claim has been made against **you**. **We** can then decide whether **we** need to investigate or provide advice to **you**.

Don't

- Admit or deny responsibility for any incident involving **injury** to others or **damage** to third party property.

Replacement service

We have a number of suppliers that can repair **your property** or replace items lost, stolen or damaged beyond repair. If one of **our** suppliers is used **you** will not need to obtain estimates and **we** will settle directly with the supplier. **You** will be responsible for payment of any applicable excess. **You** will be responsible for the payment of the Value Added Tax (VAT) element if **you** are VAT registered. **You** will be invoiced accordingly.

What we will need

For some types of claim **we** may require evidence of:

- medical reports or similar
- compliance with the conditions of this **policy**.

How to make a complaint

Should there ever be an occasion where **you** need to complain, **we** will do their best to address this as quickly and fairly as possible.

We will try to resolve **your** complaint as quickly as **we** can. If **we** are unable to do this, **we** will:

- write to **you** to acknowledge **your** complaint
- let **you** know when **you** can expect to receive a full response
- let **you** know who is dealing with the matter.

In most instances **we** will be able to address **your** complaint within the first few days of it being notified to **us**. On occasion, further investigation may be necessary, but **we** will provide **you** with a full written response to **your** complaint within eight weeks of notification.

If **your** complaint is about the way this **policy** was sold to **you**, please contact Darwin Clayton (UK) Limited to report **your** complaint. Please refer to the Our Customer Care Policy section on page 4 for contact details.

If **you** have a complaint regarding **your** claim, please telephone **us** on the number shown in **your** claims documentation.

Alternatively, for any other type of complaint, **you** can write to **us** at the address shown below or email **us** through **our** website at www.ageas.co.uk/make-a-complaint (please include **your** policy number and claim number if appropriate).

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

What to do if you are not happy with our response

In the unlikely event **we** have not responded to **your** complaint within eight weeks, or **you** are not happy with **our** final response, **you** may be eligible to refer **your** complaint to the Financial Ombudsman Service but **you** must do so within six months of the date of **our** response.

The Ombudsman is an impartial complaints service which is free for customers to use and taking **your** complaint to the Ombudsman does not affect **your** right to take **your** dispute to the courts.

You can find out more about how to complain to the Ombudsman online at www.financial-ombudsman.org.uk.

Alternatively, **you** can write to them at:
Financial Ombudsman Service, Exchange Tower, London, E14 9SR

By phone: **0800 023 4567**

By email: complaint.info@financial-ombudsman.org.uk

Please note that if **you** do not refer **your** complaint within the six months, the Ombudsman won't have **our** permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

Financial Services Compensation Scheme

In the event that **we** are unable to meet **our** liabilities **you** may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of **your business** and the circumstances of the claim.

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

Privacy Notice

For **our** full Privacy Policy please visit **our** website www.ageas.co.uk/privacy-policy, or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or email thedpo@ageas.co.uk.

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information. **Your agent** will have their own uses for **your** personal data. Please ask **your agent** if **you** would like more information about how they use **your** personal information.

Collecting your information

We collect a variety of personal information about **you** such as **your** name, address, contact details, date of birth, credit history, criminal offences, claims information, financial details such as bank account and card details and IP address (which is a unique number identifying **your** computer). Where relevant, **we** also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding **your** health.

We also collect information from a number of different sources for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

Using your information

We collect **your** personal information and/or special categories of personal information because **we** need it to provide **you** with the appropriate insurance quotation, **policy** and price as well as manage **your policy** such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

We will also use **your** information where **we** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

Please note if **you** have given **us** information about someone else, **you** would have confirmed that **you** have their permission to do so.

Sharing your information

We share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf or where **we**

provide services in partnership with them; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes. Unless required to by law, **we** would never share **your** personal data without the appropriate care and necessary safeguards being in place.

Keeping your information

We will only keep **your** information for as long as is necessary to provide **our** products and services to **you** and/or to fulfil **our** legal, regulatory, tax and accounting obligations. **We** also keep **your** information for several years after the expiry of **your policy** in order to respond to any queries or concerns that may be raised at a later date with respect to the **policy** or handling of a claim. Please refer to **our** full Privacy Policy for more information.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside of the United Kingdom (UK). **We** or **our** service providers may use cloud based computer systems (ie network of remote servers hosted on the internet which process and store **your** information) to which foreign law enforcement agencies may have the power to access. However, **we** will not transfer **your** information outside the UK unless it is to a country which is considered to have sound data protection laws or **we** have taken all reasonable steps to ensure the third party has suitable standards in place to protect **your** information.

Your rights

You have a number of rights in relation to the information **we** hold about **you**, including: asking for access to and a copy of **your** personal information, objecting to the use of **your** personal information or to an automated decision including profiling, asking **us** to correct, delete or restrict the use of **your** personal information, withdrawing any previously provided permission for the use of **your** personal information and complaining to the Information Commissioner's Office at any time if **you** object to the way **we** use **your** personal information. Please refer to **our** full Privacy Policy for more information.

Please note that there are times when **we** will not be able to delete **your** personal information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

Definitions

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

Acting in Collusion

All circumstances where two or more **employees** are concerned or implicated together or materially assist each other in committing the acts of fraud or dishonesty.

Agent

A person or company who advises **you** on insurance and represents **you** and acts on **your** behalf when arranging insurance policies.

Airside

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

Asbestos

Fibres or particles of or any material or mixture containing crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite.

Business

The **business** shown on the **schedule** and for the purpose of the Employers' Liability Section and the Public and Products Liability Section including:

- a the provision and management for the benefit of **you** or **your directors, partners** or **employees** of canteen, social, sports, educational or welfare activities and first aid, fire, security and ambulance services but excluding any first aid provided by any qualified medical practitioner or nurse
- b the ownership and routine maintenance and repair of the **premises** from which the business is conducted
- c the performance of private duties by **employees** at **your** request or any **director, partner** or senior executive of **yours** with **your** consent.

Circumstance

An incident, occurrence, fact, matter, act, error, omission or event which could reasonably be foreseen to give rise to a claim.

Claimants' Costs and Expenses

The costs incurred by someone making a claim against **you** which **you** are legally liable to pay.

Consequential Loss

Consequential or indirect loss (that is any loss, destruction or damage or additional expense, which happens as a result of or is a side effect of the event for which **you** are insured). This includes but is not limited to the following:

- a loss of revenue
- b loss of earnings
- c additional travel costs
- d loss assessor fees
- e the cost of preparing a claim
- f compensation for stress or inconvenience.

Customers' Money

Coins, bank and currency notes, crossed cheques, crossed warrants, crossed postal orders, credit and debit card sales vouchers, Value Added Tax (VAT) purchase invoices and **valuables** all belonging to **your** customers and for which **you** are responsible.

Damage

Loss, damage or destruction.

Data

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

Defined Peril

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 any road vehicle or animal or any article dropped from a road vehicle.

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **systems**.

Director

A director of **yours** where **you** are a limited company.

Documents

- a Documents whether written, printed or reproduced by any other method (excluding any bearer bonds, coupons, bank or currency notes or other negotiable instruments)
 - b computer records or any other document in electronic format
- used in connection with the **business**.

Employee

Applicable to Sub-Section 1 – Professional Indemnity of the Public and Products Liability Section

Any person who is or was at the time of any **circumstance** or claim under a contract of service or apprenticeship with **you** whilst working under **your** control or supervision in the course of the **business**.

Applicable to the Fidelity Guarantee Section

Any:

- a person under a contract of service or apprenticeship with **you**, or
- b person undergoing training under any Government approved training scheme under **your** control whilst in **your** service in connection with the **business**
- c self-employed person or labour only subcontractor working for **you** or on **your** behalf in connection with the **business**
- d **director** if such person:
 - i is also employed by **you** under a contract of service, and
 - ii controls no more than 5% of the issued share capital of the insured company or of any subsidiary of the insured company
- e person retired from full time employment with **you** who is working for **you** as a consultant under **your** control or direction.

Applicable to All Other Sections

Any:

- a person under a contract of service or apprenticeship with **you**
 - b self-employed person, labour only subcontractor, labour master or person supplied by any of them
 - c person or trainee undertaking work for **you** under a work experience placement
 - d person hired to or borrowed by **you** from another employer including agency workers
 - e voluntary worker or volunteer
- whilst working for **you** in the course of the **business**.

Europe

England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man, Norway, Switzerland and the countries of the European Union.

Excess

The amount that will be deducted by **us** from the total agreed amount of each and every claim other than claims relating to **injury** for which there is no excess.

Financial Loss

A pecuniary loss, cost or expense incurred other than by **you** or any **director, partner** or **employee**.

Hacking

Unauthorised access to any **system** whether owned by **you** or not.

Inefficacy

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

Injury

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

Keys

Keys including electronic access, pass cards or any other form of lock opening device.

Money

Coins, bank and currency notes, bankers drafts, postal and money orders, cheques, bills of exchange, warrants, travellers cheques, prepaid travel money cards, unused current postage stamps, holiday with pay stamps, stamped holiday with pay cards, National Savings Certificates, Premium Bonds, luncheon vouchers, credit and debit card sales vouchers, gift tokens, activated gift cards, consumer redemption vouchers, lottery and other prize scratch cards, top up cards, telephone cards and vouchers, prepaid travel cards, unexpired units in franking machines and Value Added Tax (VAT) purchase invoices owned by **you**.

Offshore

As from the time when **you** or any **director, partner** or **employee** or any other person or persons for whom **you** 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.

One claim

All acts of fraud or dishonesty throughout the continuation of this insurance (or any insurance issued in substitution therefore or for which this insurance is substituted) committed by one individual **employee** or by two or more **employees acting in collusion**.

Partner

A partner of **yours** where **you** are a partnership.

Period of Insurance

The period of time this **policy** is effective as shown on the **schedule** or until this **policy** is cancelled. Each renewal represents the start of a new **period of insurance**.

Phishing

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

Policy

This policy is made up of a number of documents. These documents are the:

- a policy wording
- b **schedule**
- c endorsements
- d notice to policyholders
- e **proposal**.

Polluting or contaminating or seeping substances

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, fumes, acids, alkalis, chemicals, dust, legionella bacteria and other micro-organisms or pathogens and waste including material to be recycled, reconditioned or reclaimed.

Pollution or Contamination

- a All pollution or contamination of buildings or other structures or of water or land or the atmosphere
- b all **injury**, loss, destruction or damage or liability directly or indirectly caused by such pollution or contamination arising from **polluting or contaminating or seeping substances**.

Principal

Any public authority, government body, company, firm, organisation or person for whom **you** are undertaking a contract.

Product, Products

Any goods or other **property** manufactured, sold, supplied, leased, delivered, installed, erected, processed, repaired, commissioned, altered, treated, serviced or tested by **you** or on **your** behalf in the course of the **business** and not within **your** custody or control.

Products Inefficacy

The failure of any **products** to fulfill or perform its intended function arising out of negligence or wilful default by **you** or any **director**, **partner** or **employee** or arising directly out of wrongful advice provided by **you** or any **director**, **partner** or **employee**.

Property

Material property which shall not include **data**.

Proposal

Any signed proposal form and declaration or any statement of fact and any other information in connection with this insurance supplied by **you** or on **your** behalf.

Remediation

The cost of removing, nullifying or cleaning up **polluting or contaminating or seeping substances** including 'remediation' under the Environmental Act 1995.

Retroactive Date

Applicable to Sub-Section 1 Professional Indemnity of the Public and Products Liability Section:

The date from which **you** have continuously maintained in force a policy of insurance covering Professional Indemnity in respect of liability for any breach of **your** professional duty.

Applicable to Extension 5 Financial Loss of the Public and Products Liability Section:

The date from which **you** have continuously maintained in force a policy of insurance covering liability for **financial loss**.

Schedule

The document that shows:

- a **your** name and address
- b the **business**
- c the **period of insurance**
- d the sections and sub-sections of this **policy** which are operative
- e the **excesses** which apply
- f the premium **you** must pay
- g the limits of indemnity
- h details of any extensions or endorsements to the cover.

Series of Claims

Applicable to Sub-Section 1 Professional Indemnity of the Public and Products Liability Section:

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

System

Computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Territorial Limits

Unless otherwise shown on the **schedule** or elsewhere in this **policy**, the following territorial limits apply:

In respect of the Employers' Liability Section

- a England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man
- b elsewhere in the world in respect of **injury** arising out of and in the course of employment by **you** in connection with the **business** sustained by any **director** or **employee** normally employed within the territories specified in a whilst working temporarily outside such territories.

In respect of the Public and Products Liability Section and Sub-Section 1 Professional Indemnity of the Public and Products Liability Section

- a England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man
- b any other member country of the European Union, Norway or Switzerland
- c elsewhere in the world other than the United States of America or any territory within its jurisdiction or Canada in respect of accidental:
 - i **injury**
 - ii **damage to property** caused by or arising from:

- a clerical, administrative and other non manual activities of **yours** or of any **director, partner** or **employee** normally employed within the territories specified in a above and occurring during any temporary visit made in connection with the **business**
- b any **product**.

In respect of all other Sections

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Terrorism

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

Valuables

Precious stones, jewellery or articles made from gold, silver or other precious metals or incorporating precious stones, bullion, clocks, watches, photographic equipment, binoculars, telescopes, pictures and other works of art, rare and unusual figurines and ornaments, collections of stamps, coins or medals.

Virus

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

We, Us, Our

Ageas Insurance Limited.

Wrongful Arrest

Any unlawful physical restraint by one person on the liberty of another including:

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

You, Your, Yours

The person or persons (including their legal personal representatives in the event of their death in respect of legal liability incurred by them) or corporate body (including subsidiary companies notified to and accepted in writing by **us**) named on the **schedule** as the Insured and for the purposes of Sub-Section 1 Professional Indemnity of the

Public and Products Liability Section only shall include any present or past principal, **partner, director** or **employee**.

Your Costs and Expenses

- a Costs and expenses incurred with **our** consent in defending any claim
- b costs incurred with **our** consent for solicitors' fees for representation at any coroner's court, fatal accident inquiry or court of summary jurisdiction (including a court of equal status in any country within **Europe**) in respect of any occurrence which may be the subject of indemnity under the Employers' Liability or Public and Products Liability Sections
- c legal costs incurred with **our** consent for:
- d defending a breach of health and safety at work, data protection, food safety or consumer protection legislation
- e appealing against a conviction arising from any of the proceedings detailed in item c i of this definition.

General Exclusions

These exclusions apply to all sections of the policy and all endorsements and extensions unless otherwise stated.

1 Nuclear risks

We will not be liable for any claim in respect of:

- a **damage** to any **property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any direct or indirect **consequential loss**
- b **injury** or liability directly or indirectly caused by or contributed to by or arising from:
 - i ionising radiation or contamination by radioactivity from any nuclear fuel or fuel 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 of that equipment.

For the Employers' Liability Section, this exclusion will only apply to:

- i the liability of any **principal**
- ii liability assumed under the terms of a contract or agreement where liability would not have attached in the absence of such contract or agreement.

2 War risks

We will not be liable for any claim in respect of **damage** or any cost or expense whatsoever or any **injury** or liability directly or indirectly caused by or contributed to by or arising from or 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, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or martial law.

This General Exclusion does not apply to the Employers' Liability Section.

3 Government or Public or Local Authority Action

We will not be liable for any claim in respect of **damage** or any cost or expense whatsoever or any **injury** or liability directly or indirectly caused by or contributed to by or arising from or occasioned by or happening through or in consequence of confiscation, nationalisation or requisition or **damage** to any **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.

4 Fines or penalties

We will not be liable for any claim in respect of:

- a fines, penalties, aggravated or liquidated damages

- b punitive, exemplary or multiple damages (these are damages in excess of normal compensation awarded to punish **you**).

5 Fraud

We will not be liable for any claim in respect of:

- a **damage** by fraud, forgery or deception
- b theft or attempted theft in which any **director, partner, employee** or any member of **your** family is involved or is an accessory to the theft.

This General Exclusion does not apply to:

- i Extension 1 Inefficacy and contractual liability of the Public and Products Liability Section
- ii Extension 17 Fidelity Bonding of the Public and Products Liability Section
- iii Sub-Section 1 Professional Indemnity of the Public and Products Liability Section
- iv Extension 1 Theft by Employees of the Customers' Money Section
- v the Fidelity Guarantee Section.

6 Northern Ireland

We will not be liable for any claim in respect of **damage** to any **property** or **data** 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.

7 Pollution or Contamination

We will not be liable for any claim in respect of any **damage** or liability directly or indirectly caused by, contributed to by or arising from **pollution or contamination** except for (unless otherwise excluded):

- a accidental **damage** to the **property** insured caused by:
 - i **pollution or contamination** which itself results from a **defined peril**
 - ii a **defined peril** which itself results from **pollution or contamination**
- b any cover provided under the Public and Products Liability Section of this **policy** where the **damage** is shown to come within the exception to Exclusion 7 – Pollution or Contamination of the Exclusions to the Public and Products Liability Section.

We will not be liable for any **pollution or contamination** occurring in the United States of America or any territory within its jurisdiction or Canada.

This General Exclusion does not apply to the Employers' Liability Section.

8 Terrorism

We will not be liable for any claim in respect of any **damage, injury** or liability directly or indirectly caused by, contributed to by or arising from:

- a **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 **terrorism**

except as provided by the Employers' Liability and Public and Products Liability Sections of this **policy**.

In any action, suit or other proceedings, where **we** allege that by reason of the provisions of this exclusion any **damage, injury** or liability is not covered by this **policy**, the burden of proving that such **damage, injury** or liability is covered will be upon **you**.

9 Electronic Risks

For the purpose of this exclusion the following definition is amended to read:

Data

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

This **policy** does not cover any **damage, injury**, liability or cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, arising from or in connection with:

- a **damage** to or alteration of or the reduction in functionality, availability or operation of any **system** whether owned by **you** or not and whether tangible or intangible including any **data** where this is caused by programming or operating error by any person, acts of malicious persons, **virus, hacking, phishing, denial of service attack** or failure of any external network
- b loss, reduction in functionality, alteration, modification, distortion, erasure or corruption of, or unauthorised access to, repair, replacement, restoration or reproduction of, **data** including any amount pertaining to the value of such **data** whether or not caused by **hacking**
- c any misinterpretation, use or misuse of **data**
- d unauthorised transmission of **data** to any third party or transmission of any **virus**
- e **damage** to any other **property** directly or indirectly caused by, contributed to by or arising from or in connection with a cause described in a, b, c or d of this exclusion

but this shall not exclude accidental **damage** to insured **property** which results from a **defined peril**, not otherwise excluded, except for acts of malicious persons which do not involve physical force or violence.

10 Asbestos

Applicable to the Public and Products Liability Section only

We will not be liable for any claim in respect of 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 to the removal or disposal of **asbestos** or products made entirely or mainly of **asbestos** provided:

- a such activity does not form part of **your** usual **business**

- b the discovery of **asbestos** is unintentional and accidental and that upon discovery of **asbestos** or products made entirely or mainly of **asbestos** all work immediately stops
- c an **asbestos** removal contractor licensed by the Health and Safety Executive is employed as soon as practicable to make safe the area in which the discovery is made and who has employers' and public liability insurance in force for limits no less than those stated on **your** own such policies and that such work is not excluded by the contractor's own employers' and public liability **policy**.

11 Sanctions

We will not be liable for any claim in respect of any liability or indemnity or payment or other benefit under this **policy** to the extent that providing such cover, indemnity, payment or benefit would expose **us** or any of the Ageas group of companies to the violation of any:

- a sanction, prohibition or restriction imposed under United Nations resolutions, or
- b trade or economic sanctions of the United Kingdom, European Union, the United States of America or any other territory, or
- c laws or regulations of the United Kingdom, European Union, the United States of America or any other territory.

General Conditions

These conditions apply to the whole policy unless otherwise stated. Additional conditions may apply to individual sections. Please refer to the section wordings for details.

1 Renewal

We are not bound to offer renewal of this **policy**.

2 Duty of Fair Presentation

A fair presentation of the risk must be made to **us** by **you** or anyone acting for **you** whenever a mid-term alteration to this **policy** is requested and at inception and prior to each renewal of this **policy**.

- 1 If there is a failure to make a fair presentation and this is deliberate or reckless and we would not have incepted or renewed or made an alteration to this **policy** if **we** had known the true situation, **we** can:
 - a avoid this **policy** from inception or the renewal date, or
 - b avoid a mid-term alteration from its effective date and cancel this **policy** by sending 14 days' notice in writing to **your** last known address, and
 - c refuse to pay a claim, and
 - d retain the premium **you** paid to **us**.
- 2 If there is a failure to make a fair presentation but this is not deliberate or reckless, the action **we** take will depend on what **we** would have done had **we** known the true situation which will be as follows:
 - a If **we** would not have incepted or renewed or made an alteration to this **policy**, **we** can:
 - i avoid this **policy** from inception or the renewal date, and
 - ii avoid a mid-term alteration from its effective date and cancel this **policy** by sending 14 days' notice in writing to **your** last known address, and
 - iii refuse to pay a claim, and
 - iv return the premium **you** paid to **us** in respect of the avoided cover.
 - b If **we** would have provided cover but at a higher premium, **we** can reduce the payment for a claim. The amount **we** pay will be calculated by comparing the premium paid as a percentage of the premium which should have been paid. For example, if the premium was £300 but should have been £500, **you** will have paid only 60% of the actual amount due so **we** will only pay 60% of any claim. **We** will also charge an additional premium for the unexpired **period of insurance** (this will be with effect from the date of our discovery of the failure to make a fair presentation and this is payable regardless of whether or not a claim has been submitted otherwise cover will not be continued).
 - c If **we** would have provided cover but on different terms, other than premium, **we** can alter the terms to those that should have applied (this will be with effect from the date of the mid-term alteration or inception or the renewal date, whichever applies).

In respect of item 2b, the maximum **we** will pay will be a percentage of:

- a the amount of the claim, or
- b the applicable sum insured, value, limit or limit of indemnity shown on the **schedule**, subject to any inner limit otherwise shown in the policy wording whichever is lower.

Where this **policy** provides cover for costs and expenses in addition to the sum insured, value, limit or limit of indemnity, **we** will pay the same percentage of such costs and expenses in accordance with item 2b of this condition.

In respect of items 1, 2a and 2b, **we** can also recover from **you** any amount **we** have already paid for claims, including **our** costs and expenses, if such claims would not have been payable or would have been paid at a reduced amount had **we** known the true situation.

3 Reasonable Precautions

You will:

- a take all reasonable care to prevent accidents **injury** or **damage**
- b take all reasonable measures to observe and fulfil the requirements of all statutory obligations and regulations imposed by any authority
- c take all reasonable measures to prevent the sale or supply of goods which are defective in any way
- d take all reasonable care for the safety of the **money** insured.

4 Dishonesty

If **you**, or anyone acting for **you**:

- a makes any claim that is deliberately exaggerated, or
- b uses, or attempts to use, fraudulent means to obtain benefits under this **policy**, or
- c deliberately makes a false or misleading statement, or deliberately submits false or misleading information or evidence in support of a claim which **you** or they know or ought to know would result in **us** paying a claim that **we** were entitled to refuse or paying a greater sum in respect of a claim, or
- d deliberately withholds information or evidence from **us** which **you** or they know or ought to know would entitle **us** to refuse to pay a claim or pay a lesser sum under this **policy**

then:

- i **we** will not be liable to pay the claim,
- ii **we** may cancel this **policy** from the date of such act,
- iii all benefit under this **policy** will be forfeited,
- iv **we** may recover all sums which have been under this **policy**, and

- v **we** may inform the police and fraud prevention agencies of the circumstances.

5 Your Cancellation Rights

During the first **period of insurance**, **you** have the right to cancel this **policy** within 14 days of:

- a receipt of the **policy** wording and **schedule**, or
 - b the inception date of this **policy**
- whichever is the later, by writing to **us** or alternatively by contacting **your agent** to confirm cancellation. Cancellation will take effect from the date that **we** or **your agent** receives **your** cancellation instructions. Provided no claim has been made and there has been no incident known to **you** prior to cancellation which may give rise to a claim, **you** will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before **we** can deal with the claim. **We** will only deal with claims occurring during the period commencing on or after inception up to the cancellation of this **policy**.

You may cancel this **policy** at any other time by writing to **us** or alternatively by contacting **your agent** to confirm cancellation. **You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired **period of insurance** provided no claim has been made during the **period of insurance** in which the cancellation is to take effect. If a claim has been made, **we** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if:

- i there has been an incident known to **you** which may give rise to a claim, or
- ii the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

6 Our Cancellation Rights

The cover provided by this **policy** shall automatically cease from the date that:

- a a liquidator, administrator or insolvency practitioner is appointed to administer the **business**
- b the **business** is permanently discontinued
- c **your** interest ceases other than as a result of **your** death unless the **we** agree otherwise in writing.

In addition to a, b and c of this condition and any right to cancel under more specific conditions, **we** also have the right to cancel this **policy** at any other time by sending 14 days' notice in writing to **your** last known address. Reasons for cancellation under this condition may include but are not limited to:

- a a change to the risk which makes it one the **we** would not normally accept
- b **you** failing to co-operate with or provide information to **us** which affects the **our** ability to underwrite the risk.

You will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired **period of insurance** provided no claim has been made during the **period of insurance** in which the cancellation is to take effect. If a claim has been made, **we** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if:

- a there has been an incident known to **you** which may give rise to a claim, or

- b the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

7 Premium Adjustment

If the premium for this **policy** has been calculated on estimates furnished by **you** and is on an adjustable basis an accurate record containing all particulars relative thereto shall be kept by **you** who shall at all times allow **us** to inspect such records and shall supply such particulars and information to **us** as **we** may require within one month of the expiry of each **period of insurance** and the premium shall be adjusted by **us** subject to the retention by **us** of the premium charged to **you** at the start of the **period of insurance**. **You** agree to pay to **us** any additional premium that may result from such adjustment.

8 Claims - Repayment of Excess

You will repay to **us** the amount of any **excess** for which **we** have made payment.

9 Law Applicable to the Contract Condition

This **policy** will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **you** (as an individual) live in Jersey or **you** (as a corporate body) are Jersey registered in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

10 Contracts (Rights of Third Parties) Act 1999

Except as provided by General Condition 12 Personal Representatives, no party to this **policy** intends that any term of this **policy** should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 or equivalent legislation in Scotland, the Channel Islands or the Isle of Man by any person, persons or corporate body who is not a party to this **policy**.

11 Language

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

12 Personal Representatives

In the event of the death of any party entitled to indemnity under this **policy**, **we** will cover the deceased's personal representatives in respect of legal liability to pay **your costs and expenses**, **claimants' costs and expenses** and damages previously incurred by the deceased in respect of accidental:

- a **injury**
- b **damage to property**

provided that:

- i the personal representatives comply with and are subject to the terms and conditions of this **policy** to the extent that these can apply
- ii the conduct and control of claims is vested in **us**
- iii where more than one party is entitled to indemnity under this condition, **our** total combined liability to all parties will not exceed the applicable limit of indemnity shown on the **schedule**.

Claims Conditions

These claim conditions apply to the whole policy unless otherwise stated. Additional conditions may apply to individual sections. Please refer to the section for details.

1 Claims Procedure – Your Responsibilities

Failure to comply with these responsibilities will affect the payment of any claim:

- a **You** must not negotiate or settle any claims made against **you** or admit or deny responsibility for any incident involving **injury** to others or **damage** to third party **property** unless **we** agree otherwise in writing.
- b **You** must:
 - i on discovery of any **damage** by theft or attempted theft or malicious persons give immediate notice to the police and obtain a crime reference number, if a crime has been committed, and provide it to **us**
 - ii notify **us** within seven days of any **damage** by riot, civil commotion, labour or political disturbances, malicious persons or theft or attempted theft. Any other incident that may give rise to a claim under this **policy** must be reported to **us** and full written particulars of the loss supplied as soon as possible after the event at **your** expense. For the Professional Indemnity sub-section, **we** must be notified during the **period of insurance**
 - iii immediately send **us** unanswered and unacknowledged any letter or notice received alleging that **you** or anyone working for **you** is responsible for causing an **injury** to others or **damage** to third party **property**. **You** must also send **us** unanswered and unacknowledged any written claim, writ, summons or other document relating to a claim or **circumstance** and tell **us** of any pending prosecution, coroner's inquest or fatal accident inquiry and give **us** full details of any **circumstance** or verbal claims made against **you**
 - iv take immediate action to minimise loss and prevent further **damage** or **injury**
 - v keep all damaged **property** until **we** give **you** permission to dispose of it
 - vi provide, at **your** expense, all information and assistance as **we** may reasonably require
 - v provide, if **we** require, a statutory declaration of the truth of the claim.

2 Claims Procedure – Our Rights

We shall:

- a be allowed by **you** to enter the **premises** where **damage** or **injury** has occurred
- b not accept any **property** being abandoned to **us**
- c have complete control of any proceedings and the settlement of any claim.

3 Subrogation

Before or after any payment is made by **us**, **we** can at **our** option:

- a negotiate, defend or settle, in **your** name and on **your** behalf, any claims made against **you**
- b take legal action in **your** name but for **our** benefit to get back any payment **we** have made under this **policy**.

4 Contribution

If **you** have any other insurance policies that cover the same **damage** or liability as this **policy**, **we** will only pay **our** share of any claim.

5 Arbitration

If **we** agree to pay **your** claim, but **you** disagree with the amount to be paid, such difference shall be referred to an arbitrator jointly appointed by **you** and **us** in accordance with the Arbitration Act 1996 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man. **You** may not take legal action against **us** over this disagreement until the arbitrators have made their decision.

This claim condition does not apply to the Employers' Liability and Public and Products Liability Sections.

6 Discharge of Liability

Applicable to the Employers' Liability, Public and Products Liability Sections only

We may, at any time, pay **you** in connection with any claim or series of claims:

- a the amount of the limit of indemnity
 - b any lower amount for which such claim or claims can be settled
- less any sum or sums already paid as damages, **claimants' costs and expenses** and **your costs and expenses**.

On payment, **we** shall relinquish the conduct and control of, and be under no further liability in connection with such claim or claims except for the payment of **claimants' costs and expenses** and **your costs and expenses** incurred prior to the date of such payment.

7 Professional Indemnity

Applicable to Sub-Section 1 Professional Indemnity of the Public and Products Liability Section

Any **circumstance** or claim notified to **us** in accordance with Claims Condition 1 – Claims Procedure – Your Responsibilities 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**.

General Extension

This extension is subject to all other terms, conditions and exclusions of the policy and are applicable to the Employers' Liability Section and Public and Products Liability Section (if shown as operative on the schedule).

1 Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs

We will indemnify **you** in respect of legal costs and expenses incurred with **our** prior written consent in respect of **your** defence against any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge or investigations in connection with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter or Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands provided that:

- a **our** liability under this Extension shall not exceed £1,000,000 in the aggregate in any one **period of insurance**. This limit will form part of and not be in addition to the limit of indemnity shown on the **schedule** under the Employers' Liability and Public and Products Liability Section
- b the offence under such legislation was committed or is alleged to have been committed during the **period of insurance** in connection with the **business** within the **territorial limits**
- c this extension shall only apply to proceedings brought in England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands
- d **you** obtain **our** written consent prior to the appointment of any solicitor or counsel who are to act for **you** or on **your** behalf
- e **you** shall immediately notify **us** of receipt of any summons or other process served upon **you** which may give rise to proceedings in relation to the cover provided under this extension
- f before **we** consent to the costs of any appeal proceedings, counsel will have advised that there are strong prospects of such appeal succeeding. **You** will supply any information requested by **us** in support of this assertion requested.

We will not be liable under this extension for:

- i legal costs and expenses where **you** can obtain indemnity for the costs of defending criminal proceedings in relation to corporate manslaughter or corporate homicide from any other source or insurance where but for the existence of this extension **you** would have obtained indemnity from any other source or insurance
- ii legal costs and expenses arising out of any deliberate act or omission or any intentional criminal act by **you** or any **director, partner or employee** that gives rise to a charge of corporate manslaughter or corporate homicide.

Employers' Liability Section

This section is operative if a limit of indemnity is shown for the section on the schedule

The Insurance

We will indemnify **you** against all sums which **you** become legally liable to pay as damages and **claimants' costs and expenses** in respect of accidental **injury** sustained by any **director** or **employee** arising out of and in the course of employment by **you** within the **territorial limits** and resulting directly from the **business** during the **period of insurance**.

We will also pay **your costs and expenses**.

Limit of Indemnity

The maximum amount **we** will pay under this section in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause inclusive of all damages, **claimants' costs and expenses** and **your costs and expenses** shall not exceed:

- a in respect of **terrorism**, £5,000,000
- b in respect of all claims other than by **terrorism**, the employers' liability limit of indemnity shown on the **schedule** for this section.

If **we** allege that by reason of the **terrorism** limitation any **injury**, cost or expense is not covered or is covered only up to the **terrorism** limit of indemnity of £5,000,000, the burden of proving the contrary shall be upon **you**.

Where more than one party is entitled to indemnity under this section, **our** total combined liability to all parties shall not exceed the applicable limit of indemnity shown on a or b above.

Section Exclusions

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

1 Passenger Liability

We will not be liable for **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

We will not be liable for liability arising out of or in connection with work undertaken or visit **offshore**.

3 Excluded Locations

We will not be liable for liability arising from or in connection with work:

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

Compulsory Insurance Clause

The indemnity granted by this section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.

Section Extensions

Each of these extensions is subject otherwise to the terms, conditions and exclusions of this section and the **policy**.

The insurance provided by this section is extended as described below.

1 Legal Defence Costs

We will be liable for **your costs and expenses** incurred with **our** prior written consent in respect of the defence of:

- a **you**,
- b at **your** request, any **director**, **partner** or **employee** against prosecution or incurred in connection with an appeal against conviction arising from such prosecution under the provisions of the Health and Safety at Work etc. Act 1974 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man provided that the offence under such legislation:
 - a was committed, or is alleged to have been committed, during the **period of insurance** in connection with the **business** and within the **territorial limits**
 - b relates to the health, safety and welfare of a **director** or **employee**.

We will not be liable under this extension for:

- i for the payment of fines or penalties
- ii for intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Northern Ireland, the Channel Islands or the Isle of Man

- iii for costs and expenses in connection with remedial orders
- iv for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- v for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- vi unless each **director, partner** or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- vii if an indemnity is provided by any other insurance.

2 Indemnity to Principal

We will indemnify any **principal** in respect of legal liability of such **principal** arising out work carried out by **you** under a contract or agreement provided that:

- a the terms of such contract or agreement require the extension of such indemnity to the **principal**
- b an indemnity would have been provided under this section had the claim been made against **you**
- c the **principal** complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- d the conduct and control of all claims is vested in **us**.

3 Employees Unsatisfied Damages

If a judgment for damages or costs in respect of **injury** sustained by an **employee** arising out of and in the course of employment or engagement by **you** 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** or their personal representatives 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 **you** domiciled or operating from premises within those territories, and
 - b remains wholly or partly unsatisfied six months after the date of such judgment
- at **your** request **we** will pay to such **employee** the amount of the damages and costs remaining unsatisfied provided that:
- i there is no appeal outstanding
 - ii the **employee** or the personal representatives of the **employee** has assigned the judgment to **us**.

4 Court Attendance Compensation

In the event of any of the under mentioned persons attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this section **we** will provide compensation to **you** at the following rates per day, for each day on which attendance is required:

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

Public and Products Liability Section

This section is operative if a limit of indemnity is shown for the section on the schedule

The Insurance

We will indemnify you against all sums which you become legally liable to pay as damages and **claimants' costs and expenses** arising out of accidental:

- a **injury** to any person
- b **damage to property**
- c obstruction, trespass, nuisance or interference with any right of way, light, air or water occurring within the **territorial limits** and resulting directly from the **business** during the **period of insurance**.

We will also pay **your costs and expenses** in addition.

Limit of Indemnity

The maximum amount we will pay under this section in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause shall not exceed:

- a in respect of **terrorism**, £2,000,000 or the public and products liability limit of indemnity shown on the **schedule** for this section, whichever is lower
- b in respect of all claims other than by **terrorism**, the public and products liability limit of indemnity shown on the **schedule** for this section.

In respect of liability caused by or arising out of **products**, the limit of indemnity shown on the **schedule** is also the maximum amount we will pay during any one **period of insurance**.

Where liability arises out of or in connection with **terrorism**, **our** maximum liability inclusive of all damages, **claimants' costs and expenses** and **your costs and expenses** shall not exceed £2,000,000 or the public and products liability limit of indemnity shown on the **schedule** for this section, whichever is lower.

If we allege that by reason of the **terrorism** limitation any loss, destruction, damage, cost or expense is not covered or is covered only up to the **terrorism** limit of indemnity above, the burden of proving the contrary shall be upon **you**.

Where more than one party is entitled to indemnity under this section, **our** total combined liability to all parties shall not exceed the applicable limit of indemnity shown in a or b above.

Section Exclusions

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

1 Property Damage Excess

We will not be liable for the amount of the **excess** shown on the **schedule** in respect of each and every claim for **damage to property**.

2 Excluded Locations

We will not be liable for arising from or in connection with work:

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

2 Defective Goods

We will not be liable for the costs or expenses incurred in recalling, repairing, reconditioning, replacing or testing any **product** or of rectifying defective workmanship or the replacement cost of any **product** or the cost of making any refund in respect of any **product**.

3 Liability Under Contract or an Agreement

We will not be liable for liability assumed under any contract or agreement where such liability would not have arisen in the absence of such contract or agreement other than as set out in Extension 1 Inefficacy and Contractual Liability (if such extension is shown as operative on the **schedule**).

4 Faulty Design

We will not be liable for liability arising:

- a from the defective design, plan, formula or specification of **products** if it is given for a fee or if a fee would normally be charged for it
- b out of technical, professional or remedial instruction and advice given for a fee or for which a fee would normally be charged

except as provided by Extensions 1 Inefficacy and Contractual Liability and 2 Products Inefficacy (if such extensions are shown as operative on the **schedule**).

5 Offshore

We will not be liable for liability arising out of or in connection with work undertaken or visit **offshore**.

6 Property in Your Custody

We will not be liable for liability for or arising out of **damage to property**:

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

7 Pollution or Contamination

We will not be liable for 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 **our** total liability 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 the limit of indemnity shown in the **schedule** during any one **period of insurance**
- c in no event shall this **policy** cover any liability in respect of **pollution or contamination** including the cost of removing, nullifying or cleaning up **polluting or contaminating or seeping substances or remediation** in the United States of America or any territory within its jurisdiction or Canada.

8 Injury to employees

We will not be liable for liability for **injury** to any **employee** where such **injury** arises out of and in the course of employment by **you**.

9 Vehicles and craft

We will not be liable for liability arising out of the ownership, possession or use of any:

- a mechanically propelled vehicle including anything attached to it:
 - i used in circumstances where insurance or security is required by law
 - ii where indemnity is provided by any other policy or security
- b craft or device intended to travel through air or space
- c hovercraft and watercraft other than non mechanically propelled craft less than 9 metres in length which are used on inland waters.

10 Aerospace products

We will not be liable for liability arising from **products** known by **you** or any **director, partner or employee** to be used in craft intended to travel through air or space or other aerospace device.

11 Fraud, dishonesty or embezzlement

We will not be liable for liability arising out of any act of theft, fraud, dishonesty or embezzlement by **you** or any **director, partner or employee**.

This exclusion does not apply to Extension 17 Fidelity Bonding of this Section.

12 Digging or excavation below 1 metre

We will not be liable for liability caused by or arising out of any digging or excavation below a depth of one metre.

13 The United States of America or Canada

We will not be liable for liability arising from any **products** known by **you** or any **director, partner or employee** to be directly or indirectly supplied to the United States of America or any territory within its jurisdiction or Canada.

14 Jurisdiction

We will not be liable for any claim made in the courts of a country outside **Europe**.

15 Mould

We will not be liable for liability of whatsoever nature arising out of mould or toxic mould.

16 Inefficacy

We will not be liable for liability arising from or out of **inefficacy** other than as set out in Extension 1 Inefficacy and Contractual Liability (if such extension is shown as operative on the **schedule**).

17 Products inefficacy

We will not be liable for liability arising from or out of **products inefficacy** other than as set out in Extension 2 Products Inefficacy (if such extension is shown as operative on the **schedule**).

18 Wrongful arrest

We will not be liable for liability arising from or out of **wrongful arrest** other than as set out in Extension 3 Wrongful Arrest (if such extension is shown as operative on the **schedule**).

19 Customers' Money and Valuables

We will not be liable for **damage to customers' money** other than when such items are stored at the **customers'** premises.

Section Extensions

Each of these extensions is subject otherwise to the terms, conditions and exclusions of this section and the **policy**. The insurance provided by this section is extended as described below.

Extensions 1 Inefficacy and Contractual Liability, 2 Products Inefficacy, 3 Wrongful Arrest, 4 Loss of Keys, 5 Financial Loss, 17 Fidelity Bonding and 19 Brand Protection are operative only if a limit of indemnity is shown for such extension on the schedule.

1 Inefficacy and Contractual Liability

We will indemnify **you** in respect of liability in accordance with the cover provided by this section arising from or out of **inefficacy** occurring within the **territorial limits** during the **period of insurance** assumed by **you** under contract or agreement provided that full conduct and control of all claims is vested in **us**.

We will not be liable for:

- a the **excess** shown on the **schedule** for this extension in respect of each and every claim for **damage to property**
- b **damage** to contract works which **you** are required to effect insurance under the terms of any contract or agreement
- c liability arising from **products**
- d liability in respect of any indirect or **consequential loss** arising from a breach of contract by **you** not related to physical **damage to property or injury**
- e any amount in excess of the limit of indemnity shown on the **schedule** in respect of or arising out of any one occurrence attributable to one original cause or source.

2 Products Inefficacy

We will indemnify **you** in respect of liability in accordance with the cover provided by this section arising from or out of **products inefficacy** occurring within the **territorial limits** during the **period of insurance**.

We will not be liable for:

- a the **excess** shown on the **schedule** for this extension in respect of each and every claim for **damage to property**
- b any amount in excess of the limit of indemnity shown on the **schedule** in respect of any one occurrence or in any one **period of insurance**.

3 Wrongful Arrest

We will indemnify **you** in respect of all sums which **you** become legally liable to pay as damages and **claimants' costs and expenses** arising from or out of **wrongful arrest** committed or alleged to have been committed by **you** or any **director, partner or employee** occurring within the **territorial limits** during the **period of insurance** in the course of the **business**.

We will also indemnify **you** in respect of the amount of any costs incurred with **our** written consent in the investigation adjustment or defense of any claim or proceedings which may be brought against **you** any **director, partner or employee** in connection with such wrongful arrest.

We will not be liable for:

- a the **excess** shown on the **schedule** for this extension in respect of each and every claim
- b liability assumed by **you** under any written contract or agreement unless **we** have provided **our** written agreement thereto

- c claims made or brought by **you**, by any **director, partner or employee** or any member of their families
- d any liability to persons other than those the subject of **wrongful arrest**
- f any amount in excess of the limit of indemnity shown on the **schedule** in respect of or arising out of any one occurrence.

4 Loss of Keys

We will indemnify **you** against all sums which **you** become liable to pay:

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

We will not be liable for:

- i the **excess** shown on the **schedule** for this extension in respect of each and every claim
- ii any amount in excess of the limits of indemnity shown on the **schedule** during any one **period of insurance**.

5 Financial Loss

We will indemnify **you** against legal liability for damages and **claimants' costs and expenses** in respect of any claim for **financial loss** first made against **you** during the **period of insurance** in connection with the **business** within the **territorial limits** provided that:

- a **our** liability in respect of all claims made against **you** during any **period of insurance** or within 30 days of its expiry including **your costs and expenses** incurred with **our** consent shall not exceed the limit of indemnity shown on the **schedule** in any one **period of insurance**
- b if during the period of this **policy you**, or anyone acting for **you**, become aware of any circumstances which may be likely to give rise to a claim falling under this extension and **you** give written notice to **us** of such circumstances during the **period of insurance** any claim which may subsequently be made against **you** arising out of the **circumstances** of which notification has been given shall be deemed to be a claim arising during the period of this **policy** whenever such claim may actually be made
- c the incident giving rise to the claim occurred on or after the **retroactive date** and does not form part of an interrelated series of incidents which commenced prior to the **retroactive date**
- d in the event of a claim arising from an incident that occurred prior to the original commencement date of this **policy you** shall provide evidence of the existence of financial loss insurance effective at the time of such incident.

We will not be liable for:

- a the **excess** as shown on the **schedule** for this extension in respect of each and every loss
- b for liability arising:
 - i under any contract or agreement
 - ii from the non-performance, non-completion or delay in completion of any contract or agreement
 - iii from actual or alleged breach of duty, breach of trust, breach of contract, neglect, misstatement, misleading statement or other act of fraud or dishonesty done or

- wrongfully attempted by **you** or any **director, partner or employee**
- iv from libel, slander, deceit, injurious falsehood or infringement of plans, copyright, patent, trade name, trade mark or registered design
- v from any professional act, error, omission or advice
- vi in connection with the Data Protection Act 1998 or any amending legislation
- vii out of any deliberate act or omission by **you** or any **director, partner or employee** and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
- viii out of **injury** to any person or **damage to property**
- c for payments due under any statutory regulation or byelaw
- d for **financial loss** resulting from:
 - i obstruction, trespass, nuisance, wrongful arrest or interference with any right of way, light, air or water
 - ii the cost of removal, repair, recovery, alteration, replacement, demolition, breaking out, dismantling, making good or recall of any property supplied, installed or erected by **you** or on **your** behalf
- e for claims arising out of:
 - i the exposure of any person, building or property to **asbestos**
 - ii any circumstances notified to previous insurers or circumstances known to **you** at the inception of this Extension which may give rise to a claim for **financial loss**
- f for **damage** to information represented or stored electronically.

6 Cross liabilities

If more than one person is shown on the **schedule** as the Insured **we** will indemnify each of them as though a separate **policy** had been issued to each person and **we** agree to waive all rights of subrogation against any such person.

Our total liability in respect of any occurrence or series of occurrences attributable to one original cause or source shall not exceed the limit of indemnity shown on the **schedule**.

7 Defective Premises Act 1972

We will indemnify **you** against liability incurred for **accidental**:

- a **injury**
 - b **damage to property** arising solely by reason of :
 - i Section 3 of the Defective Premises Act 1972, or
 - ii Section 5 of the Defective Premises (Northern Ireland) Order 1975
- in connection with premises previously owned by **you** for purposes pertaining to the **business** and since disposed of by **you**.

We will not be liable:

- a for **injury** or **damage to property** 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 **you** are entitled to indemnity from any other source.

8 Legal Defence Costs

We will indemnify **you** and, at **your** request, any **director, partner or employee** in respect of **your costs and expenses** incurred following a breach, or an investigation in connection with a breach, of:

- a the Health and Safety at Work etc. Act 1974 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- b Part II of the Consumer Protection Act 1987 provided that 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**.

We will also pay for prosecution costs awarded against **you**.

We will not be liable:

- i for the payment of fines or penalties
- ii for intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Northern Ireland, the Channel Islands or the Isle of Man
- iii for costs and expenses in connection with remedial orders
- iv for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- v for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- vi unless each **director, partner or employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- vii if an indemnity is provided by any other insurance.

9 Leased, Hired or Rented Premises

We will indemnify **you** against legal liability for accidental **damage** to premises leased, hired or rented to **you** for the purpose of the **business** within the **territorial limits**.

We will not be liable for:

- i the **excess** shown on the **schedule** of in respect of such **damage** unless caused by fire or explosion
- ii liability assumed by **you** under a tenancy or other agreement which would not have attached in the absence of such agreements provided by any other insurance.

10 Motor Contingent Liability

We will indemnify **you** 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 **you**.

We will not be liable:

- i for **damage** to such motor vehicle or property conveyed therein or thereon
- ii for **injury** or **damage to property** arising while such vehicle is being driven by **you** or any **partner** or **director**
- iii for **injury** to any **employee**
- iv for **injury** or **damage to property** occurring outside England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man
- v if indemnity is provided under any other insurance or security.

11 Mechanical Plant as a Tool of Trade

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

We will not be liable:

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

12 Indemnity to Principal

We will indemnify any **principal** in respect of the legal liability of such **principal** arising out of work carried out by **you** under a contract or agreement provided that:

- a an indemnity would have been provided under this section had the claim been made against **you**
- b the **principal** complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- c the conduct and control of all claims is vested in **us**.

13 Data Protection

Following a breach of personal data (as defined in the law applicable) occurring during the **period of insurance** in the course of the **business**, we will pay:

- a the amount of compensation which **you** become legally liable to pay in respect of damage, either material or non-material, under the provisions of Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or any equivalent data protection laws applicable to England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man
- b for defence costs and prosecution costs awarded against **you** in respect of a prosecution under Article 83 of the General Data Protection Regulation (Regulation (EU) 2016/679) or any equivalent data protection laws applicable to England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man

provided that **you** are included in the register maintained by the Information Commissioner's Office (ICO) or the equivalent in the Channel Islands, or are in the process of registration and such registration has not been refused or withdrawn.

We will not be liable:

- i for any deliberate act or omission by **you** or any **director**, **partner** or **employee** from which **you** or they could have reasonably expected liability or costs to attach
- ii for liability, defence or prosecution costs arising from the recording, processing or provision of data for reward or to determine the financial status of any person
- iii for liability, defence or prosecution costs arising from an agreement which would not have attached in the absence of such agreement
- iv for costs and expenses incurred in rectifying, replacing, reinstating, destroying or erasing data
- v for costs and expenses incurred in investigating a personal data breach or in the reporting of such to the ICO
- vi if an indemnity is provided by any other insurance.

For the purposes of this extension, General Exclusion 9 Electronic Risks will not apply.

14 Overseas Personal Liability

We will indemnify **you** or any **director**, **partner** or **employee** or any family member accompanying **you** or them against legal liability incurred in a personal capacity arising out of accidental:

a **injury** to any person

b **damage to property**

occurring during the **period of insurance**, during visits of less than six months duration in the course of the **business** within the territories stated in b of the **territorial limits** and provided:

- i that the conduct and control of all claims is vested in **us**.
- ii 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.

Our liability will not exceed the limit of indemnity shown on the **schedule**.

We will not be liable for:

- a the **excess** shown on the **schedule** in respect of each and every claim for **damage to property**
- b liability arising from:
 - i any business, profession or trade
 - ii the ownership or occupation of land or buildings
 - iii the ownership, possession or use of:
 - 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 nine metres in length used on inland waters)
 - animals (other than pet domestic animals)
 - iv **property** held in trust
 - v **injury to you** or any **director**, **partner** or **employee** or family member accompanying **you** or them
- c liability more specifically insured
- d liability arising under contract or agreement unless the liability would have arisen in the absence of such contract or agreement.

15 Court Attendance Compensation

In the event of any of the under mentioned persons attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this section **we** will provide compensation to **you** at the following rates per day, for each day on which attendance is required:

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

16 Indemnity to Directors, Partners and Employees

At **your** request **we** will indemnify:

- a any **director**, **partner** or **employee**
- b any officer, member or **employee** of **your** social, sports or welfare organisation or first aid, fire or ambulance services in their respective capacities but excluding any first aid provided by any qualified medical practitioner or nurse
- c the owner of plant hired to **you** under Construction Plant Hire Association conditions only so far as may be required by those conditions but not in respect of any liability which is required to be insured under any road traffic legislation provided that:
 - i **you** would have been entitled to indemnity under this section if the claim had been made against **you**
 - ii the full conduct and control of all claims is vested in **us**

- iii such person is not entitled to indemnity under any other insurance.

17 Fidelity Bonding

We will indemnify **you** for **your** liability to pay damages and **claimant's costs and expenses** arising in connection with a contract with a customer as a result of:

- a **damage** of **customers' money, valuables** or **property** belonging to customers
- b the misuse of **your** customers' telephones or internet connection
- c **injury** to **your** customers caused by an act of arson, assault, theft or attempted theft, malicious damage, fraud, dishonesty or embezzlement, committed during the **period of insurance** by an **employee** normally resident within the **territorial limits** and discovered no later than 24 months after the termination of:
 - i this insurance
 - ii the employment of the **employee** committing such act whichever occurs first provided that:
 - a at all times **you** take reasonable care to ensure that all **employees** are suitable and competent and have been vetted to the British Standards appropriate for their duties
 - b **You** shall provide all reasonable assistance to **us** in suing for and obtaining reimbursement from any **employee** responsible for such loss of monies paid or payable hereunder and shall deduct from the amount of the claim any monies payable to the defaulting **employee** by way of salary or otherwise
 - c **we** will deduct any monies payable to the said **employee** by way of salary or otherwise from the amount of the claim.

We will not be liable for:

- a the **excess** shown on the **schedule** in respect of each and every claim
- b any amount in excess of the limit of indemnity shown on the **schedule**
- c loss of interest or **consequential loss** of any kind
- d further acts of arson, assault, theft or attempted theft, malicious damage fraud, dishonesty or embezzlement committed by an **employee** immediately following **your** discovery of such act
- e any amount in excess of the limit of indemnity in respect of the acts of any one **employee** regardless of the period during which the acts were committed
- f in the event that any one claim is caused by two or more **employees** **our** liability will not exceed the limit of indemnity shown on the **schedule**.

18 Temporary Occupation of Buildings

Where buildings within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man are temporarily occupied by **you** for the purpose of providing security services in the course of the **business**, **we** will indemnify **you** in respect of legal liability incurred by **you** for **damage** occurring during **your** occupancy in the **period of insurance** to such buildings provided that such buildings are not owned, leased, hired or rented by **you** or any subcontractor acting for or on **your** behalf.

19 Brand Protection

We will indemnify **you** for costs incurred by **you**, with **our** prior written consent, to mitigate damage to **your** reputation directly caused by or resulting from any claim or series of claims arising out of one incident for which **you** would be

entitled to receive indemnity under this section provided always that:

- a the **damage** to **your** reputation is a consequence of media coverage in print or by radio or television or news agency
- b the value of the claim or series of claims arising out of one incident in any one **period of insurance** which results in damage to **your** reputation occurring at any one time held by **us** is the limit of indemnity shown on the **schedule**
- c **our** liability will not exceed the limit of indemnity shown on the **schedule**
- d **we** will not be liable under this extension unless **we** have sole conduct of the claim or series of claims arising out of one incident which results in **damage** to **your** reputation occurring.

We will not be liable for the **excess** shown on the **schedule** in respect of each and every claim.

Conditions Precedent to Liability

1 Bona Fide Subcontractors

It is a condition precedent to **our** liability to pay claims arising out of or in connection with work undertaken for **you** or on **your** behalf by any independent contractor (bona fide subcontractor) that **you** must at the time of appointing such contractors and at least annually thereafter obtain written evidence that such contractors have in force throughout the duration of their contract with **you** policies of insurance covering:

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

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

Condition to the Public and Products Liability Section

Other Insurance

Unless otherwise excluded, if any claim under this section is also covered in whole or in part by any other existing insurance or by an indemnity from any other insurance or security, **our** liability shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other security had this section not been effected.

Public and Products Liability Section Sub-Section 1 – Professional Indemnity

This sub-section operates and shall be read independently of the Public and Products Liability Section and is operative only if a limit of indemnity is shown for this sub-section on the **schedule**.

The insurance provided by this sub-section is on a claims made basis which means that **we** will only handle claims first made and notified to **us** in accordance with the claims conditions during the **period of insurance**.

The Insurance

We will indemnify **you** against all sums which **you** shall become legally liable to pay as damages and **claimants' costs and expenses** in respect of any breach of **your** professional duty that results in a **circumstance** or claim against **you** for:

- a economic loss not accompanied by **injury or damage** including economic loss arising from a term implied into a contract by virtue of section 14 of the Sale of Goods Act 1979 or section 13 of the Supply of Goods and Services Act 1982 (or any amending legislation)
- b accidental:
 - i injury
 - ii **damage to property** not caused by any **products** including economic loss consequent upon such **injury or damage**
- c unintentional breach infringement or unauthorised use of confidential information, trade secrets, copyrights, trademarks, designs or computer routines and programs not owned by **you** and committed in good faith
- d unintentional defamation, libel or slander provided that:
 - a any such **circumstance** or claim:
 - i is discovered by **you**, made against the **you** or intimated to **you** for the first time during the **period of insurance**
 - ii is notified to **us** during the **period of insurance**
 - iii arises from a negligent act, error or omission committed by **you** on or after the **retroactive date** and does not form part of an inter-related series of acts, errors, omissions or events which commenced prior to the **retroactive date**
 - iv arises in connection with the conduct of the **business** by **you** within the **territorial limits**
 - b in the event of a claim under this sub-section and if required by **us**, **you** shall provide evidence to confirm that Professional Indemnity insurance was in force from the retroactive date to the commencement date of this insurance.

Limit of Indemnity

Our maximum liability in respect of all indemnity payable under this sub-section and extensions of this sub-section in respect of any one claim or **series of claims** arising directly or indirectly from one source or originating cause will not exceed the professional indemnity limit of indemnity as shown on the **schedule**.

We will also pay **your costs and expenses**.

Exclusions to Sub-Section 1 – Professional Indemnity

These apply in addition to the General Exclusions

1 Excess

We will not be liable for the **excess** as shown on the **schedule** other than in respect of a claim under Extension 1 Costs.

2 Fraud and dishonesty

We will not be liable for any claim arising out of fraudulent or dishonest action save to the extent that such claim arises by reason of and is solely and directly caused by the actual or alleged fraudulent or dishonest action of any **partner** or **director** (whether committed alone or in collusion with others) and results in any client of **yours** suffering a loss provided always that:

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

3 Property, transport and occupiers liability

We will not be liable for:

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

4 Products liability

We will not be liable for any **circumstance** or claim caused by or arising from any **product**.

5 Controlling interest

We will not be liable for any **circumstance** or claim arising from or brought by:

- a any firm, company or organisation in which **you** have a controlling interest, or
- b any entity that has a controlling interest in **you** by virtue of their having a majority financial or executive interest in **your** operation

unless such claim originates from a source independent of such firm company organisation or entity whereupon the maximum amount payable by **us** shall be limited to the

amount of compensation paid to such party together with **your** costs as defined by Extension 1 – Costs.

6 Joint ventures

We will not be liable for any **circumstance** or claim arising from a partnership or joint venture of which **you** are a member.

7 Patent infringement

We will not be liable for any **circumstance** or claim arising from **your** infringement of any patent.

8 Liability under an agreement

We will not be liable for any **circumstance** or claim arising from liability assumed under any contract or agreement where such liability would not have arisen in the absence of such contract or agreement.

9 Injury to employees

We will not be liable for any **circumstance** or claim arising from **injury** to an **employee** where such **injury** arises out of and in the course of employment by **you**.

10 Trading losses

We will not be liable for any **circumstance** or claim arising out of or in connection with **your** insolvency (including any claim made by **your** liquidator, provisional liquidator or administrator) or any trading losses or trading liabilities incurred by the **business** or any other business managed or carried on by **you**.

11 Previous claims and circumstances

We will not be liable for any **circumstance** or claim which has been notified or is notifiable under any other policy or certificate of insurance attaching prior to the effective date of this sub-section or which would have been notifiable had **you** not been uninsured at the time **you** first became aware of such **circumstance**, claim or occurrence .

12 Deliberate acts and known defects

We will not be liable for any **circumstance** or claim caused by or arising from:

- a an act, error or omission deliberately caused by **you** or any person acting on **your** behalf except as allowed under Exclusion 1 Fraud and Dishonesty
- b the specification of or provision by **you** of any **products** or service which **you** knew or which **you** 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

13 Directors and officers liability

We will not be liable for:

- a any claim against **you** in **your** capacity as a director, officer or trustee in respect of **your** performance or nonperformance of **your** duties as a director, officer or trustee
- b any claim made against **you** or any **principal, partner, director** or executive officer of **you** in respect of a breach of their legal duty to manage the **business** in accordance with their legal and/or regulatory obligations.

14 Unethical conduct

We will not be liable for 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.

15 The United States of America or Canada

We will not be liable for any claim made or action instituted:

- a within the United States of America or any territory within its jurisdiction or Canada
- b to enforce a judgment obtained in any court in the United States of America or any territory within its jurisdiction or Canada.

16 Excluded locations

We will not be liable for any claim caused by or arising from, out of or in connection with work on or in the provision of any service, advice, design, formula, plan or specification in connection with any:

- a docks, harbours or railways
- b watercraft or offshore gas or oil installations
- c chemical or petrochemical works, oil or gas refineries or oil or gas storage facilities
- d airports, airfields or aircraft
- e collieries, mines or quarries
- f power stations
- g installation where nuclear processing is undertaken.

17 Design and construct/supply

We will not be liable for any claim arising from the provision of any advice, design or specification where **you** have been contracted to undertake:

- a any construction, erection, installation, manufacture or maintenance work, or
- b the supply of materials or equipment in connection with such work

provided that this exclusion will not apply to project models or displays.

18 Rights of Recovery

We will not be liable for any **circumstance** or claim in respect of which **you** have agreed to exclude or limit **your** rights of recovery from another party unless **we** have approved such agreement and endorsed this **policy** accordingly.

19 Other insurances

We will not be liable for any claim or **circumstance** where **you** are entitled to indemnity under any other insurance except in respect of any **excess** beyond the amount which would have been payable under such insurance had this sub-section not been effected. However if any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this **policy** whether in whole or in part or from contributing proportionately then **our** liability shall be limited to any **excess** beyond the amount which would have been payable under such other insurance had this sub-section not been effected.

Extensions to Sub-Section 1 – Professional Indemnity

Each of these extensions is subject otherwise to the terms, conditions and exclusions of this sub-section and the **policy**.

1 Costs

We will pay in addition to the professional indemnity limit of indemnity shown on the **schedule**:

- a £300 per person for every day that any **principal, partner, director or employee** is required by **us** to attend court in connection with a claim for which **you** are entitled to indemnity under this sub-section
- b the fees of any accountant or any other professional advisor to substantiate the amount of any loss for the fraudulent or dishonest action of any past or present **principal, director, partner or employee** (whether committed alone or in collusion with others) in connection with any claim or **circumstance** for which cover is provided under this sub-section provided that all such costs are incurred with **our** prior written consent
- c all other costs and expenses incurred by **you** with **our** written consent in respect of any one claim or **series of claims**.

We will not pay for the costs of preparing any claim.

2 Irrecoverable fees

We will pay up to the value of any fee owed to **you** by a customer of **yours** where such customer is alleging that **you** are in breach of **your** professional duty and where in **our** sole opinion a valid claim is likely to be made against **you** in respect of such breach for which this sub-section would provide indemnity provided that such breach:

- a first becomes known to **you** during the **period of insurance**
- b is notified to **us** during the **period of insurance**
- c arises from a negligent, act, error or omission committed on or after the **retroactive date**
- d arises in connection with the **business** within the **territorial limits**.

3 Documents

We will pay for accidental **damage** to **documents** not owned by **you** up to an amount not exceeding £100,000 or the limit of indemnity shown on the **schedule**, whichever is lower during any one **period of insurance**.

Conditions to Sub-Section 1 – Professional Indemnity

1 Proof of Insurance

In the event of a claim under this sub-section and if required by **us, you** shall provide evidence to confirm the Professional Indemnity insurance was in force from the retroactive date to the commencement date of this insurance.

2 Excess

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

3 Discharge of Liability

We, having been advised of a **circumstance** or claim under this sub-section, will be entitled to pay to **you** in settlement of **our** liability for all claims or **series of claims** arising directly or indirectly from one source or originating cause either:

- a the professional indemnity limit of indemnity (less any amounts already paid as damages) or
- b such other amount for which the claim or claims may be settled.

We 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 professional indemnity limit of indemnity has to be made to dispose of a claim or **series of claims our** liability to pay costs and expenses in connection therewith shall be limited to such proportion of the said costs and expenses as the professional indemnity limit of indemnity bears to the amount paid to dispose of such claim or **series of claims**.

We shall not have a duty to defend any legal proceedings in respect of any claim or **series of claims** after the professional indemnity limit of indemnity has been exhausted by payment to **you** in settlement of **our** liability.

We will not be liable for any loss which **you** may claim to have sustained by reason of us having exercised **our** rights under this condition.

Customers' Money Section

This section is operative if a limit of indemnity is shown for this section on the schedule

We will indemnify **you** against liability for accidental **damage** to **customers' money** occurring within the **territorial limits** in connection with the **business** during the **period of insurance**.

The insurance by this section shall commence from the time that **you** accept responsibility in writing for each consignment of such items and shall cease upon acceptance in writing by the customer or other consignee.

Limit of Indemnity

Our liability in respect of all indemnity payable under this section and the extensions of this section in respect of or arising out of any one occurrence attributable to one original cause or source will not exceed in any one **period of insurance** the limit of indemnity shown on the **schedule**.

Exclusions

These apply in addition to the General Exclusions

We will not be liable for:

- a the **excess** shown on the **schedule** in respect of each and every claim
- b **damage to customers' money** occurring outside the **territorial limits**
- c depreciation, shortages, errors, omissions or direct or indirect **consequential loss** of any kind
- d **damage to customers' money** from any unattended conveyance.

Extensions

These extensions are subject to all other terms, conditions and exclusions of the **policy**

1 Theft by employees

We will indemnify **you** against liability for loss of **customers' money** occurring during the **period of insurance** arising out of theft, fraud, dishonesty or embezzlement by any **director, partner** or **employee** discovered within seventy-two hours of its occurrence provided that:

- a the hours of Saturdays, Sundays and official Public Holidays shall not be included in the calculation of the discovery period
- b **we** have not declined to provide Fidelity Guarantee Insurance to **you**
- c **our** total liability in respect of any occurrence or series of occurrences attributable to one original cause or source will in no circumstances exceed in any one **period of insurance** the limit of indemnity shown on the **schedule**.

We will not be liable under this extension if a limit of indemnity is shown on the **schedule** for Extension 17 Fidelity Bonding of the Public and Products Liability Section.

2 Additional expenses

We will indemnify **you** against liability in respect of claims made by **your** customers for additional expenses incurred by such customers in making up duplicate payroll and/or for payment of overtime wages for **employees** of such customers as a result of such **employees** having to wait after their normal working hours for their pay following loss for which **we** have provided indemnity under this section.

We will not pay any amount in **excess** of £2,000.

3 Safes and clothing

In addition to the limit of indemnity shown on the **schedule** **we** will also indemnify **you** against the cost of **damage** to:

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

Conditions

These apply in addition to the General Conditions

1 Carriage of money in vehicles

It is a condition precedent to **our** liability to pay a claim under this section that in respect of all operations involving the carriage or custody in motor vehicles of **customers' money** with a value in excess of £5,000 there must be no less than two **employees** in each vehicle carrying such **customers' money** unless **we** have provided prior written agreement otherwise.

Fidelity Guarantee Section

This section is operative if a limit of indemnity is shown for this section on the schedule

We will indemnify **you** against loss of **money, customers' money or property** owned by **you** or for which **you** are legally responsible caused by any act of fraud or dishonesty by an **employee** committed in the course of their employment during the **period of insurance** within the **territorial limits** and discovered no later than 12 months after the termination of:

- a this insurance
- b the employment of the **employee** committing such act whichever occurs first provided that:
 - i **you** shall provide all reasonable assistance to **us** in suing for and obtaining reimbursement from the **employee** responsible for such loss of monies paid or payable hereunder and shall deduct from the amount of the claim any monies payable to the defaulting **employee** by way of salary or otherwise
 - ii any loss is notified to **us** by **you** within 6 months of the discovery date.

Section Exclusions

These apply in addition to the General Exclusions

We will not be liable for:

- a the **excess** shown on the **schedule** in respect of each and every claim
- b any amount in excess of the limit of indemnity shown on the **schedule**
- c loss of interest or **consequential loss** of any kind
- d further acts of fraud or dishonesty by an **employee** immediately following **your** discovery of an act of fraud or dishonesty by the **employee**
- e loss caused by an act of any **employee** committed prior to the inclusion of that **employee** under this section.

General Exclusion 5 Fraud does not apply to this section.

Section Extensions

1 Previous Insurance

If this insurance immediately supersedes a Fidelity Insurance effected by **you** (the 'Superseded Insurance') **we** will indemnify **you** in respect of any loss discovered during the continuation of this insurance but committed during the continuation of the Superseded Insurance if the loss is not recoverable thereunder solely because the period allowed for discovery has expired.

Provided that:

- a such insurance had been continuously in force from the time of the loss until inception of cover under this section
- b the loss would have been insured by this section had it been in force at the time of the loss
- c **our** liability shall not exceed whichever is the lesser of:

- i the amount recoverable under the insurance in force at the time of the loss or
- ii the limit of indemnity shown on the **schedule**.

In any event **our** total liability in respect of any one claim continuing through both the term of the Superseded Insurance and the continuation of this section shall not exceed the limit of indemnity shown on the **schedule**.

Section Conditions

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

1 Limitations

Our liability in respect of any **one claim** caused by an **employee** shall not exceed the limit of indemnity shown on the **schedule**.

In the event that **one claim** is caused by two or more **employees acting in collusion our** liability in all shall not exceed the limit of indemnity shown on the **schedule**.

2 Non contribution

If at the time of loss of **money** or goods belonging to **customers** or at the time a claim for such property arises **you** are or would but for the existence of this **policy** be entitled to indemnity under any other insurance or to recover under any guarantee or indemnity fund **we** shall not be liable except in respect of any excess beyond the amount which would have been payable under such other insurance guarantee or fund had this **policy** not been effected.

3 Application of limitations

Irrespective of the number of **periods of insurance** during which this **policy** (and any insurance issued in substitution therefor) shall remain in force **our** total liability in respect of any one claim shall not exceed the limit of indemnity shown on the **schedule**.

4 Money due to employees

If, upon discovery of any loss:

- a any **money** of the **employee** responsible for such dishonesty in **your** possession, and
- b any **money, salary, fee or commission** which but for the **employees' dishonesty** would have been due to the **employee** from **you**

is legally withheld by **you**, and remains in **your** possession after termination of the employment of such **employee**, the total of such sums shall be deducted from the amount of the loss.

5 Money recovered

In the event that **your** claim exceeds the limit of indemnity, any **money** which is recovered under this section, (less costs incurred in recovery), will accrue in the following order:

- a firstly to **you** to reduce or extinguish the amount of **your** loss (but not the **excess**)
- b thereafter to **us** to the extent of the claim paid or payable and
- c finally to **you** where the **excess** has been deducted from the claim.

6 Obtaining reimbursement

You shall give all reasonable assistance to **us** in suing for and obtaining reimbursement from an **employee** responsible for any act of fraud or dishonesty in respect of losses paid or payable under this section.

7 Vetting of employees

It is a condition precedent to **our** liability to pay claims under this section that **you** shall obtain satisfactory references to confirm the honesty of each **employee** engaged after commencement of cover under this section whose duties may involve responsibility for **money** or accounts.

Such references shall be obtained directly either from each **employees**:

- a last two former employers, or
- b their former sole employer during the three years immediately preceding engagement, or
- c their last former employer in the event that such **employee** has not been employed during the three years immediately preceding engagement

whichever is the less and before the **employee** is entrusted without supervision.

References need not be obtained in respect of **employees** who have satisfactorily and continuously served **you** for at least one year in another capacity before being entrusted with the duties referred to above.

In respect of **employees** joining directly from school or government sponsored youth training schemes one character reference shall be obtained.

A written record of any verbal reference shall be made at the time it is obtained and the electronic or original copy of each written reference and the record of any verbal reference shall be retained by **you** and shall be made available for **us** to inspect on request.

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Ageas Insurance Limited

Registered address

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

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