Your policy wording

www.markeluk.com
Welcome
Welcome and thank you for choosing to buy your policy from Markel.
This document, the schedule and any endorsement(s) attached form your policy. Please read them carefully and keep them in a safe place as they set out the conditions of the insurance between you and us.

The insurance contract
In return for payment of the premium shown in the policy schedule, we agree to insure you as described in each section of this document, subject to the terms and conditions contained in or endorsed on this policy.

The cover provided
The cover provided depends on which sections of cover you have chosen. These are denoted as operative sections of cover on your policy schedule.
It is important that:
• you check that the sections you have requested are included in the policy schedule
• you check that the information you have given us is accurate – see ‘our reliance on the information provided to us’ in the ‘important information’ section
• you notify us as soon as practicable of any inaccuracies in the information you have given us
• you comply with your duties under each section of cover and under this policy as a whole.

Exclusions
Your policy is subject to exclusions which are found under the heading ‘what is not covered’.

The meaning of highlighted words
Some of the words in this policy have a special meaning, we have highlighted these words in bold print.
Some of these words have the same meaning throughout this policy, these will be found under the section ‘words with special meaning that apply throughout this policy (general definitions)’.
Other words only have a special meaning that is used in a specific section of cover or the meaning may vary from one section to another. The meaning of these words are found in the list of ‘words with special meaning (definitions)’ in each section of cover.
Important information

How to make a claim
If you want to make a claim under this policy, contact us by
• writing to our claims team at Markel (UK) Limited, Verity House, 6 Canal Wharf, Leeds LS11 5AS, or
• phoning our claims team on 0345 355 2227, or
• emailing our claims team – claimsuk@markelintl.com quoting your policy number and the name of the policyholder shown in the policy schedule.

Telephone helplines

Legal helpline (including employment matters)
This provides access to a dedicated team of specialist solicitors for guidance and support on legal matters relating to your business activities, including health and safety, starting up a business, legal structures, client contracts and more.

Employment matters
The legal helpline is also available in the event of any situation relating to a wide range of employment law disputes, such as:
• disciplinary and grievance procedures
• recruitment and dismissals
• unlawful discrimination, including disputes concerning equality of terms
• redundancy
• TUPE (it is a condition of the legal representation and employment disputes section of cover that the legal helpline must be used whenever TUPE issues occur)

How to access the legal helpline

TelephoneNumber: 0333 2342 046 (available 24 hours a day, seven days a week)

Information required:
• policyholder name
• policy number
• contact details
• brief details as to the nature of the problem or the advice being sought.

This helpline is available to all customers.

Public relations response service

In the event of a claim under the following sections of cover:
• professional indemnity
• civil liability
• directors and officers liability
• cyber and data risks
• legal representation and employment disputes,
this provides access to a specialist public relations organisation, The Counsel House, to help manage certain situations where there is a risk to your business as a consequence of adverse press, publicity or media attention.
How to access the public relations response service
Please contact our claims team for details of how to access this service.

**Telephone:** 0345 355 2227 (available Monday – Friday, 9.00am – 5.00pm)

**Email:** claimsuk@markelintl.com

Cyber response service
This service provides access to specialist solicitors at Markel Law and information security experts who will give expert legal and technical IT security guidance on issues arising from cyber and data protection risks.

**How to access the cyber response service**

**Telephone:** 0333 234 2471
(Monday – Friday, 9:00am – 5:30pm)

**Information required:**
- policyholder name
- policy number
- contact details
- brief details as to the nature of the problem or the advice being sought

This helpline is available to all customers who have purchased the **cyber and data risks** section of cover.

**Important**
Any information provided to the above helplines and details of the guidance given may be provided to Markel. Please note that the above helplines are not an insurance claims service and do not replace policyholder obligations to notify Markel under the policy of insurance. Claims or circumstances that could give rise to a claim cannot be notified via these helplines and instead policyholders should contact us using the details under the heading ‘How to make a claim’ on page 3.

**Things you must do**

**You** must comply with the claims conditions. These can be found under ‘claims conditions that apply to this policy as a whole’.

If **you** fail to comply with these conditions **we** may not pay **your** claim or any payment could be reduced.

**Fraudulent claim**

If **you** make a fraudulent claim under this policy:

- **we** are not liable to pay the claim, and
- **we** may recover from **you** any sums **we** have paid to **you** in respect of the claim, and
- **we** may write telling **you** that **we** are treating the contract as having been terminated with effect from the fraudulent act.

If **we** do write to **you** telling **you** that **we** are treating this policy as having been terminated:

- **we** will not be liable to **you** in respect of any relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this policy (such as a loss, the making of a claim, or the notification of a potential claim), and
- **we** need not return any of the premium paid.
If this policy provides cover for any person who is not a party to the contract of insurance (‘a covered person’, for example a director or officer or an insured person), and a fraudulent claim is made under this policy by or on behalf of a covered person, we may exercise the same rights as above as if there was an individual contract of insurance between the covered person and us. However, the exercise of any of these rights shall not affect the cover provided under this policy for any other person.

In respect of any fraudulent claim under the directors and officers liability section of cover (if purchased), we will not exercise our right to treat this policy as having been terminated.

Our reliance on the information provided to us

In deciding to accept this policy and in setting the terms and premium we have relied on the information you have given us. You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete.

How to cancel this policy

You can cancel this insurance (other than the directors and officers section of cover) at any time by writing to us.

We can cancel this insurance (other than the directors and officers liability section of cover) by giving you 30 days written notice. We will only do this for a valid reason, examples of valid reasons are:

• a change in risk occurring which means we can no longer provide you with insurance cover
• non-cooperation or failure to supply any information or documentation we request.

Cooling-off period

This policy has a cooling-off period of 14 days from either:

• the date you receive this insurance policy, or
• the start of the period of insurance shown in the policy schedule

whichever is the later.

Refund of premium

If we pay (or have agreed to pay) any claim, in whole or in part, then no refund of premium will be allowed. If we haven't paid (or agreed to pay) any claim, in whole or in part, then:

• if we cancel this policy you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered. This will be calculated on a proportional basis. For example, if you have been covered for 6 months and the period of insurance shown in the policy schedule is for 12 months, the deduction for the time you have been covered will be half the annual premium.

• if you cancel this policy within the cooling-off period we will return to you all of the premium paid without any deduction.

• if you cancel this policy outside the cooling-off period you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered. This will be calculated on a proportional basis.

If the premium is paid by instalments the way we calculate the return premium may differ, please refer to general condition 2 (premium payment).

How to make a complaint
Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you have any questions or concerns about your policy or the handling of a claim you should contact us.

In the event that you remain dissatisfied and wish to make a complaint you can do so at any time by either writing to:

Markel (UK) Limited  
Verity House  
6 Canal Wharf  
Leeds  
LS11 5AS

or to:

Markel International Insurance Company Ltd  
20 Fenchurch Street  
London  
EC3M 3AZ

Complaints that cannot be resolved in this way may be referred to the Financial Ombudsman Service.

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online.

You can access the ODR platform on http://ec.europa.eu/odr

The Financial Ombudsman Service (FOS)
The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find out more information on their website.

The contact details for the FOS are:
The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Telephone: 0800 023 4567 (calls to this number are free from ‘fixed lines’ in the UK), or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile tariffs in the UK)

Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

In certain situations you will not be able to refer your complaint to the Financial Ombudsman Service. If you are a large business with an annual turnover of over two million euros (or the equivalent in pounds sterling) and you employ more than 10 employees, you are not eligible to refer your complaint to the Financial Ombudsman Service. If you are unsure whether you are able to refer your complaint, please contact the Financial Ombudsman Service.

Making a complaint does not affect your right to take legal action.

Details of the Financial Services Compensation Scheme
Under the Financial Services & Markets Act 2000 you may be able to claim from the Financial Services Compensation Scheme. The level of compensation is different depending on the type of cover you hold:

• compulsory insurance, such as employers liability, is covered for 100% of the claim
• for other insurances 90% of the claim is covered with no upper limit
• further information can be obtained by visiting the Financial Services Compensation Scheme website on www.fscs.org.uk or by telephoning 0800 678 1100 or 020 7741 4100
Language
This policy and all correspondence between you and us in relation to this policy (including any correspondence in relation to a claim) shall be in English.

Regulatory authorities
We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services number 202570) and registered in England with company number 966670 with a registered office at 20 Fenchurch Street, London EC3M 3AZ.

Data protection
Your insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (individual insureds). We collect and use relevant information about individual insureds to provide you with your insurance cover and to meet our legal obligations.

This information includes individual insureds' details such as their name and address (and may include more sensitive details such as information about their health and criminal convictions).

We will process individual insureds' details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our full Markel privacy notice, a copy of which is available online at https://www.markeluk.com/privacy-statement or on request.

Information notices
To enable us to use individual insureds' details in accordance with current data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured our short form information notice set out in our What you told us document on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

Minimisation and notification
We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You must promptly notify us if an individual insured contacts you about how we use their personal details in relation to your insurance cover so that we can deal with their queries.

Rights of third parties
A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 (or any amendment or re-enactment of the Act) to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

Sanctions limitation
We will not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.
Brexit

We will not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where the regulatory risk location is within the European Economic Area (EEA) excluding the United Kingdom.

Choice of law

The law of England and Wales will apply to this contract unless at the commencement of the period of insurance shown in the policy schedule you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, in which case (in the absence of agreement to the contrary) the law of Scotland will apply.

Any legal proceedings between you and us in connection with this policy will take place in the courts of the part of the United Kingdom in which you live or have your registered office.
Words with special meanings that apply throughout this policy (general definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this policy. Plural forms of the words defined in this policy have the same meaning when used in the singular form. We have listed these in alphabetical order.

**Applicable courts** means courts within those territories stated in the policy schedule in respect of the section of cover under which payment or indemnity is being sought.

**Business** means your activities, profession or occupation that you have told us about and which we have confirmed are acceptable to us for the purpose of this insurance.

**Computer equipment** means any
- computer
- electronic data processing device, equipment or system
and includes any
- hardware
- software programme instruction
- data
- component
utilised or intended to be utilised in or by the computer or electronic data processing device, equipment or system.

**Computer virus** means any corrupting, harmful or unauthorised instructions or code that spreads itself through a computer system or network including malware, 'Trojan horses', 'worms' or 'time or logic bombs'.

**Contamination** means the
- contamination
- poisoning
- prevention or limitation of use
of objects due to the effects of chemical or biological substances.

**Costs and expenses** means legal costs and expenses incurred
- by us, or
- by you (provided we have agreed with you in writing that you may incur these costs and expenses) but does not include
- damages and costs awarded against you
- any kind of payment for work or service due to you.

**Discovery period** means the period immediately following the expiry of the period of insurance shown in the policy schedule during which
• a claim, or
• circumstance for which cover is provided under the appropriate section of cover
can be reported to us.

**Electronic data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of this equipment.

**Insured, you, your, yours.** The meaning of these words can vary depending upon which section of cover they appear in. Their meaning is given under ‘words with special meanings’ under each section of cover. When these words appear in ‘conditions that apply to this policy as a whole’, then they shall have the meaning which is given in the relevant section of cover.

**Mould** means any permanent or impermanent fungus (including mould or mildew but not including dry rot) or any of the spores, scents or by-products produced by a fungus regardless of whether or not they are proved to have caused any disease, injury or damage.

**Mould event** means any actual, alleged or threat of:
• contact with
• exposure to
• inhalation of
• absorption of
• discharge of
• dispersal of
• seepage of
• migration of
• release of
• escape of
• presence of
• growth of mould.

**Our, us, we** means Markel International Insurance Company Limited.

**Pollution** means the
• discharge
• dispersal
• release or
• escape
of any irritant or contaminant.
Proposal means all the information supplied to us (whether by written, electronic or any other means) for the purpose of effecting this policy.

Terrorism means any act of terrorism (including the use or threat of violence) of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for:

- political
- religious
- ideological
- or similar purposes including the intention to influence or overthrow any government (whether by right or not) and/or
- putting the public or any section of the public in fear.

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

Unlawful association means any unlawful organisation which is engaged in terrorism including any organisation which at any relevant time is a proscribed organisation within the meaning of the Terrorism Act 2000 or any amendment or re-enactment of that act.

War means

- war
- invasion
- act of foreign enemies
- hostilities or warlike operations (whether or not war is declared)
- civil war
- rebellion
- revolution
- insurrection
- civil commotion assuming the proportions of or amounting to an uprising
- mutiny or usurped power.
Claims conditions that apply to this policy as a whole (claims conditions)

If you breach any of the following conditions this may result in your claim not being covered or a reduction in the amount payable.

Some of these claims conditions only apply to specific sections of cover and are only relevant when you have purchased the appropriate section of cover.

1 Notification of claims

You must notify us in writing

• within 7 days in respect of riot damage

• in respect of the following sections of cover (only where the appropriate cover has been purchased), your notification to us must be within the period of insurance shown in the policy schedule
  o professional indemnity
  o civil liability
  o directors and officers liability
  o cyber and data risks (subsection b (data liability) and subsection e (cyber liability) only)
  o legal representation and employment disputes

and provided you comply with the above then any subsequent

• claim made, or

• disqualification proceedings, investigation, environmental proceedings or tax investigation instigated, or

• request for payment

will be regarded as having been made, instigated or requested during the period of insurance shown in the policy schedule.

• as soon as possible in respect of all other claims or requests for payment.

You should therefore tell us about the following

• any claim made against you

• the receipt of any communication of an intention to make a claim against you

• the discovery of any act of fraud or dishonesty by any employee or any reasonable cause for suspicion of fraud or dishonesty by an employee

• any circumstance of which you shall become aware which is likely to give rise to
  o a claim against you, or
  o you seeking payment under this policy

and you must give us

• your reasons for your anticipation of a claim or request for payment

• full details of dates and persons involved

and in respect of the directors and officers section of cover, you or the director or officer should tell us about the following

• any claim made against you or a director or officer

• the receipt of any communication of an intention to make a claim against you or a director or officer
any circumstance of which **you** or a **director or officer** shall become aware which is likely to give rise to
- a claim against **you** or a **director or officer**, or
- the instigation of **disqualification proceedings, investigation, environmental proceedings** or **tax investigation**, or
- **you** or a **director or officer** seeking payment under this policy

and **you** must give us

**your** reasons for **your** anticipation of a claim, **disqualification proceedings, investigation, environmental proceedings** or **tax investigation**, or **request for payment**

- full details of dates and persons involved.

2 **General claims handling**

**You** must

- give us the information and co-operation that we may reasonably request
- not do anything which might prejudice us
- take all reasonable steps to prevent any further claim or **request for payment** under this policy
- not admit liability or settle any claim or incur any **costs and expenses** without our written consent
- tell the police as soon as possible of any **damage** or loss involving theft or attempted theft, malicious damage or vandalism or any loss of **money**

and,

- in respect of the directors and officers liability subsection of cover k (public relations crisis management), legal representation and employment disputes subsection of cover a (public relations crisis management), cyber and data risks subsection of cover a (data loss) and cyber and data risks subsection of cover h (public relations crisis management)
  - **you** must comply with our recommendations or the recommendations of our public relations specialist and/or our IT security specialist as directed
  - **you** must take all reasonable and practicable measures to avoid or reduce costs relating to the crisis or data breach.

- in respect of the legal representation and employment disputes section of cover, **you** will consult and follow the advice of the **Markel employer helpline** in any matter to which the terms of the
  - Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), or
  - any legislation amending or re-enacting the above

3 **Business interruption**

**You** will, at your expense,

- give us in writing the details of **your** request for payment within one month (or within any other further time that we agree to) of the expiry of the **cover period**

- give us **your** books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence that we request together with (if we ask) a statutory declaration of the truth of the claim and anything connected with it.
4 **Losses involving fraud or dishonesty**

Where you make a claim arising from any act of fraud or dishonesty that you will, at your own expense, give us

- full written details of your loss, and
- proof of the correctness of your claim

within three months (or whatever other period we may agree in writing) of

- the discovery of any act of fraud or dishonesty by an employee, or
- any reasonable cause for suspicion of fraud or dishonesty by an employee.

5 **Medical examinations**

Under the money and personal assault section of cover

- the insured person agrees to any medical examination which we may require at our expense.
- in the event of death we may, at our expense, arrange a post mortem examination.

6 **Defence of claims**

- we are entitled to take over the defence or settlement of any claim in your name
- under the professional indemnity section of cover, the civil liability section of cover and the legal representation and employment disputes section of cover (only where the relevant sections of cover have been purchased), you will not be required to contest any legal proceedings unless a mutually agreed counsel advises that the proceedings should be contested.
- you are entitled at your own risk to contest any claim or legal proceedings which in our opinion should be compromised or settled but, if you choose to do this, we will not be liable for any loss incurred as a result of your refusal to compromise or settle the claim or legal proceedings.
- in respect of the directors and officers liability section of cover,
  - you or the director or officer have a duty to defend any claim, disqualification proceedings, investigation or environmental proceedings.
  - we have the right, but not the obligation, to actively associate with you or the director or officer in the settlement or handling of any claim, disqualification proceedings, investigation or environmental proceedings.
  - you have the right, subject to our written consent, to appoint any appropriately qualified legal representative to deal with any claim notified to us in accordance with claims condition 1(notification of claims).

7 **Salvage**

We may enter any building in which damage has occurred and deal with the salvage, however, no property may be abandoned to us.
8 Payment of indemnity limit

In respect of the following sections of cover (only where the appropriate cover has been purchased)

- professional indemnity
- civil liability
- public liability (including products liability)
- directors and officers liability
- employers liability
- cyber & data risks and
- legal representation & employment disputes

we are entitled at any time to pay you or the director or officer:

- the limit (or as much of it as remains available), or
- any lesser sum for which any claim can be settled.

If we do this we will not be under any further liability to you or the director or officer in respect of the claim.
Other conditions that apply to this policy as a whole (general conditions)

1 Subrogation

We will be entitled to take over and undertake in your name, or in the name of the director or officer, all your rights of recovery against anyone before or after any payment under this policy.

You or the director or officer will give us all the assistance we may require to exercise those rights of recovery.

(a) In respect of the following sections of cover (when purchased)
- professional indemnity
- civil liability and
- cyber and data risks

we agree not to exercise those rights against any director, officer or member of yours or any employee unless the claim is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the director, officer, member or employee.

(b) In respect of the following sections of cover (when purchased)
- property damage
- portable equipment
- business interruption
- money and personal assault
- occupational personal accident
- cyber and data risks, and
- legal representation and employment disputes (other than subsection i (employment disputes))

we agree not to exercise those rights against any company that is a subsidiary or parent company of yours (subsidiary or parent company being defined by current legislation).

2 Premium payment

Despite any other conditions relating to cancellation, if payment of the premium has been arranged on a deferred basis with a premium finance company which has entered into a contractual agreement with Markel (UK) Limited to provide premium credit facilities, then it is agreed that

- if payment of any instalment to the premium finance company is overdue, Markel (UK) Limited may, in accordance with the authority granted to the premium finance company by you under the terms of the Credit Agreement, accept cancellation instructions from the premium finance company and will allow a return pro-rata premium to the premium finance company provided there have been no claims or circumstances known or reported to us during the period of insurance shown in the policy schedule
- all premiums due or returned will be processed by the premium finance company in accordance with the Credit Agreement.

3 Notice

Any notice under this policy will be regarded as given
- to us if sent by first class prepaid post to Markel (UK) Limited, Verity House, 6 Canal Wharf, Leeds, LS11 5AS
• to you or the director or officer if sent by post to your last known address.

4 Multiple insureds
Our liability under each section of cover is as shown in the section of cover. Our liability shall not be varied or regarded as varied because of the number or type of insureds or claims under the section of cover.

5 Non-aggregation
If payment is available under more than one section of cover the total amount payable under any one section of cover will be reduced by any amount payable under any other section of cover.

6 Breach of terms not relevant to the actual loss
If you or the director or officer fail to comply with a term (express or implied) of this policy (other than a term that defines the risk as a whole) and compliance with the term would tend to reduce the risk of a loss, either
• of a particular kind, and/or
• at a particular location, and/or
• at a particular time
we cannot rely on the breach of the term to exclude, limit or discharge our liability under this policy if you or the director or officer show that the failure to comply with the term could not have increased the risk of loss which actually occurred in the circumstances in which it occurred.

7 Information provided to us
(a) prior to entering into the contract of insurance
If, prior to entering into this insurance contract, you or the director or officer shall:
• deliberately or recklessly provide us with false or misleading information:
  o we may avoid this policy and refuse all requests for payment, and
  o we need not return any of the premium paid
• carelessly provide us with false or misleading information, our remedy will depend upon what we would have done if you or the director or officer had not provided us with such false or misleading information
  o if we would not have entered into the contract of insurance at all we may avoid this policy and refuse all requests for payment and will return the premium paid
  o if we would have entered into the contract of insurance but on different terms (other than terms relating to the premium), this policy will be treated as if it had been entered into on those different terms from the outset
  o in addition, if we would have entered into the contract but would have charged a higher premium we may proportionately reduce the amount to be paid under this policy in the same proportion as the premium we would have charged bears to the premium actually charged

(b) prior to entering into a variation of this contract of insurance
If, prior to entering into a variation of this insurance contract, you or the director or officer shall:
• deliberately or recklessly provide us with false or misleading information:
  o we may treat this policy as having been terminated from the time when the variation was concluded, and
- **We** need not return any of the premium paid

- Carelessly provide **us** with false or misleading information, **our** remedy will depend upon what **we** would have done if **you** or the **director or officer** had not provided **us** with such false or misleading information.
  - If **we** would not have agreed to the variation at all, **we** may treat the contract as if the variation was never made and will return any extra premium paid.
  - If **we** would have agreed to the variation but on different terms (other than terms relating to the premium), the variation will be treated as if it had been entered into on those different terms from the outset.

In addition, if either:

- **We** would have increased the premium by more than **we** did, or
- **We** would not have reduced the premium as much as **we** did, then

**We** may proportionally reduce the amount to be paid under this policy arising out of events after the variation.
Professional Indemnity

What is covered

a Civil liability

We will pay your legal liability for damages and costs awarded against you arising from any claim first made against you and reported to us during the period of insurance shown in the policy schedule for any actual or alleged

• negligence
• breach of confidentiality or privacy
• unintentional infringement of intellectual property
• libel, slander or defamation
• any other actual or alleged act, error or omission that results in a civil liability

in carrying out your professional services.

How much we will pay

The most we will pay for any claim or series of claims arising from the same original cause is the limit.

In addition we will pay your costs and expenses resulting from the claim, however,

• if your legal liability is greater than the limit then the amount we will pay in respect of cost and expenses will be proportionally reduced.
• if your legal liability arises from pollution and it is not excluded under 'what is not covered' then the most we will pay for your legal liability plus costs and expenses is the limit.

We will not pay the excess. This must be paid by you. The excess applies to your legal liability for damages and costs and expenses in respect of each claim or series of claims arising from the same original cause.

b Loss of documents

We will pay you the amount of money spent by you in replacing or restoring any document which, during the period of insurance shown in the policy schedule, has been either

• physically destroyed or damaged, or
• lost or mislaid and which cannot be found after careful search

and which is reported to us during that same period of insurance.

How much we will pay

The total amount we will pay during the period of insurance shown in the policy schedule is £100,000

We will not pay you if:

• you have chosen the property damage section of cover
• the destruction, damage, loss or mislaying of the document arises from the
  o failure, or
  o failure to produce the desired or intended result

of any programme, instruction or data for use in any computer or other electronic data processing device, equipment or system occasioned other than through its physical destruction or damage.
c Compensation for court attendance

If at our request
- any director or partner of yours, or
- any employee

attends a court as a witness in connection with a claim we will pay you the following amounts:
- for any director or partner £500 per day
- for any employee £250 per day

for each day on which attendance is required.

d Discovery period

If we refuse to renew this section of cover (professional indemnity) for reasons other than
- non-payment of premium, or
- failure to comply with or observe the terms, provisions and conditions of this policy,
or if you decline to accept our renewal terms, then you shall automatically be entitled to a 30 day discovery period.

The discovery period shall only apply to any actual or alleged
- negligence
- breach of confidentiality or privacy
- unintentional infringement of intellectual property
- libel, slander or defamation
- any other actual or alleged act, error or omission that results in a civil liability first committed or allegedly committed during the period of insurance shown in the policy schedule.

You shall not be entitled to any discovery period if other insurance has been bought with the intention of providing equivalent cover for any part of the discovery period.

e Mitigations costs

We will pay costs incurred by you which you establish to our satisfaction are necessary to mitigate your liability for damages and costs that would otherwise result in a claim being made against you.

However,
- you must obtain our prior written agreement before incurring costs
- if a subsequent claim is made against you under subsection of cover a (civil liability) the amount payable under that subsection of cover will be reduced by the amount we have paid for your mitigation costs.

f Outstanding fees

We will pay outstanding fees which your client refuses to pay you for professional services which you establish to our satisfaction would lead to a claim under subsection of cover a (civil liability) that is greater than the outstanding amount.

However, this subsection of cover only applies to professional services provided under a contract governed by the law of England and Wales or the law of Scotland and subject to the exclusive jurisdiction of such English and Welsh or Scottish courts.
g Public relations management

In the event of a claim under subsection of cover a (civil liability), we will pay, at your request and subject to our prior agreement

- costs incurred by you in utilising the services of the public relations response service
- other related and reasonable costs agreed with us

where, as a consequence of adverse press, publicity or media attention there is, in our opinion, a risk to your business.

However,

- you shall immediately notify us of any event or circumstance which might result in you seeking payment under the subsection of cover and comply with our recommendations or the recommendations of our public relations specialist as directed
- you shall take all reasonable and practical measures to avoid or mitigate public relations costs.

How much we will pay

The total amount we will pay during the period of insurance shown in the policy schedule is £25,000, which is in addition to the limit.

What is not covered (exclusions)

1 Fines, penalties and liquidated damages

We will not pay a claim for any

- fine or penalty
- non-compensatory damages
- liquidated damages arising from any agreement entered into by you where your liability is increased beyond that applicable in the absence of the agreement.

2 Radioactive contaminations and sonic bangs etc

We will not pay a claim for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

and in Northern Ireland and the Republic of Ireland only

- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

3 War risks and terrorism

We will not pay a claim for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- war and/or terrorism
- any action taken in controlling, preventing or suppressing war and/or terrorism
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
• contamination due to terrorism

If we allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon you.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4 Mould

We will not pay a claim if the loss is caused by or arises from mould or a mould event.

5 Other insurance

We will not pay for a loss where you have a right to payment under any other insurance.

However, if you have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by us then the amount that we will pay under this insurance will be reduced by the amount that we pay under the other insurance.

6 Legal action

We will not pay for a loss
• where the claim is brought in a court of law outside the jurisdiction of the applicable courts shown in the policy schedule for this section of cover, and/or
• where action for damages is brought in a court within that jurisdiction to enforce a foreign judgment.

7 Employers liability

We will not pay a claim where your legal liability arises from
• injury to any employee that results from their employment by you or
• a breach of your responsibility as an employer to any employee or prospective employee.

8 Property

We will not pay you where your legal liability arises from the ownership, possession or use by you or on your behalf of any
• land
• buildings
• aircraft
• watercraft, or
• mechanically propelled vehicle.

9 Dishonest and malicious acts

We will not pay a claim where your legal liability results from any
• dishonest
• fraudulent
• criminal, or
• malicious
act or omission committed by any person after the discovery of reasonable cause for suspicion of that person.

In addition:

- no one will be entitled to payment in respect of any legal liability and/or costs and expenses resulting from their dishonest, fraudulent, criminal or malicious act or omission or from condoning such an act or omission.
- we will deduct from any amount payable by us:
  - any amounts due from you to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
  - any amounts held by you and owed to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
  - any amount recovered following action in accordance with general condition 1 (subrogation) of this policy.

10 Joint ventures

If you are part of a joint venture or consortium we will only cover you for your legal liability arising from your own acts or omissions; we will not pay a claim where your legal liability arises from the acts or omissions of other members of the joint venture or consortium.

11 Circumstances known at inception

If you knew or ought to have known of any circumstances that existed prior to the date that this section of cover started then we will not pay a claim for any legal liability that arises from such circumstances.

12 Retroactive date

We will not pay a claim where your legal liability arises from the carrying out of your professional services prior to the retroactive date.

13 Pollution

We will not pay a claim where your legal liability arises from or involves pollution.

14 Products

We will not pay a claim where your legal liability arises from or involves any product.

15 Trading losses and insolvency etc

We will not pay a claim where your legal liability arises from

- any trading losses, or
- any trading liabilities, or
- any debts incurred by any business managed by or carried on by you, or
- your insolvency or bankruptcy.

16 Financial interest

We will not pay a claim made against you by
• any parent company, ultimate holding company or subsidiary company, or
• any person or entity having a financial, executive or controlling interest in your operation, or
• any company or entity in which you or any director, member or partner of yours has a financial, executive or controlling interest.

However, we will pay the claim if it is for payment or contribution in respect of a claim made by an independent third party against the company, person or entity making the claim against you.

17 Directors and officers

We will not pay a claim where your legal liability arises from or involves the performance or non-performance by
• you, or
• any director or member of yours, or
• any employee

of any duties as a director or officer of any company.

18 Asbestos

We will not pay a claim where your legal liability arises from or involves the
• manufacture
• mining
• processing
• distribution
• testing
• remediation
• removal
• storage
• disposal
• use

or exposure to asbestos or materials or products containing asbestos.

19 Intellectual property rights

We will not pay a claim where your legal liability arises from
• the infringement, use or disclosure of any patent, or the use, disclosure or misappropriation of a trade secret by you, or
• the deliberate breach of confidentiality, or the deliberate breach of another party’s intellectual property rights by you.

In addition, we will not pay a claim for amounts owed to licensors under the terms of their license agreement.

20 Commercial disputes

We will not pay a claim arising from any commercial dispute between you and your business partners or business associates, including any reseller, distributor, original equipment manufacturer, third party sales agent, systems integrator or joint venture partner, but only to the extent that the claim is based upon
• commission or royalty, or any other term upon which such partner or associate is to be 
  compensated in connection with doing business with you, or any compensation or remuneration 
  promised or owed by you pursuant to those terms, or
• your decision to cease doing business with such a partner or associate.

21 Cyber and data risks

We will not pay for a loss insured under the cyber and data risks section of cover (if purchased) or 
which would be insured under that section of cover but for the operation of any limit, excess, 
exclusion or condition.

Conditions that apply to this section of cover

If you breach the following condition this may result in your claim not being covered or a reduction in the 
amount payable.

Calibration procedures and maintenance

You must ensure that all equipment utilised for the purpose of your professional services is calibrated 
and/or maintained in accordance with the manufacturer’s recommendations.

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section 
of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular 
form. We have listed these in alphabetical order.

**Document** means

• all documents other than
  o stamps
  o currency
  o coins
  o bank notes and bullion
  o travellers cheques
  o cheques
  o postal orders
  o money orders
  o securities
  o negotiable instruments
  and documents of the same kind.
• separable program, instruction or data for physical incorporation into any computer system 
  that belong to you or for which you are legally responsible and are in your custody or control (or someone 
  else entrusted by you) in the course of your professional services.

**Employee** means any person (other than a director of yours) who is (or was or who may be in the future): 

• under a contract of service or apprenticeship with you, or
• under any work experience or similar scheme, or
• supplied to or hired in or borrowed by you, or
• self-employed persons

and who are working for you under your direct control in connection with the professional services.

Excess means the first amount of any claim for which you are responsible. The amount in respect of this section of cover is shown in the policy schedule.

Injury means
• bodily injury
• mental injury
• emotional distress
• shock
• sickness
• disease, or
• death.

Insured, you, your, yours means
• the person or persons, and/or
• the firm and all partners and former partners in the firm, and/or
• the limited liability partnership, and/or
• the trust, and/or
• the company

named as the policyholder in the policy schedule.

In the event of the death, incompetency, incapacity, bankruptcy or insolvency of any natural person named as this policyholder or partner or former partner of this policyholder then it also means
• the estate, and/or
• the heirs, and/or
• the legal representatives (including anyone to whom their rights or liabilities have been legally transferred or anyone appointed to act for them)

of the person or partner concerned.

In addition, if you request us to, we will pay the following persons in the same way that we would pay you provided that they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as you are:
• any director or member of yours, or
• any employee.

Limit means the maximum amount we will pay. The amount in respect of this section of cover is shown in the policy schedule.

Product means any goods or products, including
• their containers
• labelling and instructions provided for the goods or products
which are

- sold
- supplied
- processed
- installed
- serviced
- repaired
- altered
- treated, or
- renovated

by you or on your behalf.

**Professional services** means

- those services performed by you or on your behalf in connection with your business that you have told us about and which we have confirmed are acceptable to us for the purpose of this insurance,
- advertising, publicity or promotional material for the purpose of your business.

**Public relations response service** means public relations specialist services that we provide.

**Retroactive date** means either

- the date when this section of cover was first incepted, or
- where equivalent cover to that provided under this section of cover has been continuously maintained immediately prior to the inception of this section of cover, then it means the date that applied to that equivalent cover.
Public relations response service

This is available to all policyholders who have purchased this section of cover. In the event of a claim, this provides access to a specialist public relations organisation, The Counsel House, to help manage situations where there is a risk of adverse press, publicity or media attention, following a claim under subsection of cover a (civil liability).

How to access the public relations response service

Please contact our claims team for details of how to access this service.

Telephone: 0345 355 2227 (available Monday – Friday, 9.00am – 5.00pm)

Email: claimsuk@markelintl.com
Public liability (including products liability)

What is covered

a  Public liability

*We* will pay *your* legal liability for damages and costs awarded against *you* arising from any claim made against *you* for

- injury to any person
- loss or damage to material property
- libel, slander or defamation
- wrongful arrest, imprisonment or eviction of any person
- wrongful accusation of shoplifting
- trespass, nuisance or any interference with right of way, by foot, air or water.

occurring during the period of insurance shown in the policy schedule within the United Kingdom and happening in connection with *your business*.

*We* will not pay a claim under this subsection of cover (public liability) which arises from a *product*.

How much we will pay

The most *we* will pay for any claim or series of claims arising from the same original cause is the limit.

In addition

- *we* will pay *your* costs and expenses resulting from the claim, however, if *your* legal liability is greater than the limit then the amount *we* will pay in respect of cost and expenses will be proportionally reduced.
- *we* will pay *your* solicitor’s fees that *we* agree to in writing for
  - *your* defence in any court of summary jurisdiction of any proceedings brought against *you* for the breach or alleged breach of any statutory duty resulting in injury
  - *your* representation at a coroner's court or fatal accident inquiry

provided that the breach, injury or death may result in a claim against *you*.

*We* will not pay the excess for any legal liability arising from loss or damage to material property. This must be paid by *you*. The excess applies to *your* legal liability for damages and costs and expenses in respect of each claim or series of claims arising from the same original cause.

b  Products liability

*We* will pay *your* legal liability for damages and costs awarded against *you* arising from any claim made against *you* for

- injury to any person
- loss or damage to material property

occurring anywhere in the world during the period of insurance shown in the policy schedule caused by the nature or condition of any *product* initially sold or supplied by *you* from within the United Kingdom.

How much we will pay

The most *we* will pay for all claims in total in the period of insurance shown in the policy schedule shall not exceed the limit.

In addition
• we will pay your costs and expenses resulting from the claims, however, the most we will pay in the period of insurance shown in the policy schedule for all claims plus all costs and expenses is the limit.

• we will pay your solicitor’s fees that we agree to in writing for
  o your defence in any court of summary jurisdiction of any proceedings brought against you for the breach or alleged breach of any statutory duty resulting in injury
  o your representation at a coroner’s court or fatal accident inquiry provided that the breach or death may result in a claim against you.

c Compensation for court attendance
If at our request
• any director or partner of yours, or
• any employee
attends a court as a witness in connection with a claim we will pay you the following amounts:
• for any director or partner £500 per day
• for any employee £250 per day
for each day on which attendance is required.

d Health and safety at work
We will pay your costs and expenses in your defence of any criminal proceedings (including a charge of manslaughter) brought against you for a breach of
• the Health and Safety at Work Act 1974, or
• the Health and Safety at Work (Northern Ireland) Order 1978, or
• any legislation amending or re-enacting the above
committed or alleged to have been committed in the course of your business during the period of insurance shown in the policy schedule.
We will also pay your costs and expenses in an appeal against conviction and/or prosecution costs awarded against you arising from the above criminal proceedings.

How much we will pay
The most we will pay for all costs and expenses in total in the period of insurance shown in the policy schedule is £250,000. This amount is inclusive of and not additional to the amount we will pay under
• a public liability, and
• b products liability.
We will not pay you if the proceedings relate to the health, safety and welfare of an employee.

e Extensions to the public liability cover
The public liability section of this policy is extended to include the following

1 Indemnity to principal
We will at your request pay any principal for whom you are completing a contract for the performance of work, to the extent required by the contract conditions.
However, we will only pay the principal if
• you would have been entitled to payment under section of cover (public liability) had the claim been made against you
• the principal observes, fulfils and is subject to the terms, conditions and exclusions of this policy in the same way as you are.

2 Damage to hired or rented premises

Despite exclusion 10 (property damage) of this section of cover, we will pay your legal liability for damages and costs awarded against you arising from any claim made against you which arises from loss or damage to premises and/or the premises’ fixtures and fittings where premises are hired or rented by you for the purpose of your business.

We will not pay the first £100 of the damages and costs or costs and expenses unless the loss or damage results from fire or explosion. This must be paid by you.

We will not pay for your legal liability arising from a tenancy agreement or any other agreement other than for any legal liability you would have had, had you not entered into the agreement.

3 Defective premises act.

We will pay your legal liability for damages and costs awarded against you arising from any claim made against you which arises from a breach of
• section 3 of the Defective Premises Act 1972, or
• section 5 of the Defective Premises (Northern Ireland) Order 1975, or
• any legislation amending or re-enacting the above in connection with premises which you have disposed of.

We will not pay for the cost of rectifying any damage or defect in the premises disposed of.

4 Use of motor vehicles that don't belong to you (motor contingent liability)

Despite exclusion 11 (motor vehicles or vessels) of this section of cover, we will pay your legal liability for damages and costs awarded against you arising from any claim made against you which arises from the use of any motor vehicle being used for the purpose of your business and which is
• not your property, and/or
• not provided by you.

We will not pay for
• any damage to the vehicle or any property on or in the vehicle,
• any liability resulting from the vehicle being driven by anyone other than an employee
• where the vehicle is being used outside of the United Kingdom.

5 Overseas liability

The cover provided by this section of cover (public liability) is extended to include non-manual work undertaken anywhere in the world.

The cover provided by this section of cover (public liability) is also extended to include you in a personal capacity whilst you are outside of the United Kingdom in connection with your business but only in respect of injury and/or loss or damage to material property.

Despite exclusion 8 (legal action) of this section of cover, if an action for damages is brought in a court of law within the jurisdiction of the United States of America or Canada then the most we will pay you in respect of
• your legal liability for damages and costs awarded against you, plus
• costs and expenses

is the limit.

We will not pay your legal liability arising from the ownership of any land or buildings.

6 Where there is more than one insured (cross liabilities)

If the insured comprises more than one person or entity then the cover provided by this section of cover (public liability) shall be interpreted as if a separate policy had been issued to each person or entity.

However, irrespective of the number of insureds, the total amount payable by us in respect of all insureds shall not exceed the limit.

7 Member to member liability

If any member of your
• canteen, social, sports or welfare organisations, or
• fire, ambulance, first aid, medical or security services
brings an action for damages against any other member then we will pay the member against whom the action is brought in the same way that we would pay you if the action had been brought against you.

However, we will only pay the member if they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as you are.

We will not pay the member if they are entitled to payment under any other insurance.

For the purpose of this extension we will regard any guest or voluntary helpers as members.

8 Data Protection Act

Provided that you do not provide computer services to others as part of your business we will pay you for your legal liability for damages and costs awarded against you arising from any claim made against you which arises from
• section 13 of the Data Protection Act 1998, or
• any legislation amending or re-enacting the Act, or
• any legislation enacted into United Kingdom law for the transfer, storage, control or processing of information or data, for example General Data Protection Regulation in connection with your business during the period of insurance shown in the policy schedule.

We will not pay
• where your liability results from your deliberate act or omission, the result of which could reasonably have been anticipated
• where your liability results from any act of fraud or dishonesty
• where your liability arises from the recording, processing or provision of data for reward or to determine the financial status of any person.
• where your liability results from data processed outside of the European Union
• if you do not have a data protection accountability statement which is reviewed at least annually.
Extensions to the products liability cover

The products liability section of this policy is extended to include the following:

9 Consumer protection and food safety

We will pay for costs and expenses arising from the defence of any claim made against you which arises from a breach of

- part II of the Consumer Protection Act 1987, or
- sections 7, 8, 14 and/or 15 of the Food Safety Act 1990, or
- any legislation amending or re-enacting the above

committed or allegedly committed in the course of your business during the period of insurance shown in the policy schedule including costs and expenses in an appeal against conviction.

We will not pay where your legal liability arises from your, wilful, reckless or intentional disregard of your duties under these Acts.

10 Product to product liability

Despite exclusion 17 (products) of this section of cover, we will pay your legal liability for damages and costs awarded against you arising from any claim made against you which arises from loss or damage to a product after it has left your charge or control

- caused by another product supplied, installed or fitted by you or on your behalf under a separate contract, or
- when you are engaged in any operation not connected with the supply, installation or fitting of the original product.

What is not covered (exclusions)

1 Fines and penalties

We will not pay a claim for any

- fine or penalty
- non-compensatory damages.

2 Radioactive contaminations and sonic bangs etc

We will not pay a claim for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

and in Northern Ireland and the Republic of Ireland only

- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

3 War risks and terrorism

We will not pay a claim for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- war and/or terrorism
• any action taken in controlling, preventing or suppressing war and/or terrorism
• any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
• Contamination due to terrorism

If we allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon you.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4 Confiscation etc
We will not pay for a loss that is otherwise covered under this policy if the loss is caused by or arises from confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority.

5 Electronic data
We will not pay a claim
• for physical loss, destruction, damage, distortion, erasure, corruption or alteration of electronic data from any cause, other than when caused by fire or explosion
• for loss of use, reduction in functionality, cost or expense of whatever nature, resulting from destruction, damage, distortion, erasure, corruption or alteration of electronic data.

6 Mould
We will not pay a claim for a loss that is otherwise covered under this policy if the loss is caused by or arises from mould or a mould event.

7 Other insurance
We will not pay for a loss where you have a right to payment under any other insurance.

However, if you have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by us then the amount that we will pay under this insurance will be reduced by the amount that we pay under the other insurance.

8 Legal action
We will not pay for a loss
• where the claim is brought in a court of law outside the jurisdiction of the applicable courts shown in the policy schedule for this section of cover, and/or
• where action for damages is brought in a court within that jurisdiction to enforce a foreign judgment.

9 Employers liability
We will not pay a claim where your legal liability arises from
• injury to any employee that results from their employment by you, or
• a breach of any obligation you owe as an employer to any employee or prospective employee.
10 Property damage

We will not pay a claim where your legal liability arises from loss or damage to

- property that belongs to you, or
- property or that part of any property on which you or anyone acting on your behalf are or have been working where the loss or damage is a direct result of the work, or
- property that is in your charge, custody or control or in the charge, custody or control of an employee, other than
  - the personal property of your directors, partners, visitors or employees, or
  - premises (including fixtures, fittings and contents) that are not owned, hired or rented by you but are temporarily occupied by you for the purpose of your business.

11 Motor vehicles or vessels

We will not pay a claim where your legal liability arises from the ownership, possession or use by you or on your behalf of

- any mechanically propelled vehicle for which insurance or security is required under road traffic legislation, however, this exclusion shall not apply
  - when the vehicle is being used as a tool of trade (other than if compulsory insurance is required under road traffic legislation)
  - to the loading or unloading of the vehicle or the delivery or collection of goods to or from the vehicle
  - if the vehicle does not belong to you and is moved because it is interfering with the performance of your business (unless it is more specifically insured by another insurance policy when this exclusion will apply)
- anything that is made or intended to travel through water or air, however, this exclusion shall not apply to hand propelled watercraft of up to 8 metres in length when used on inland waterways.

12 Professional services

We will not pay a claim where your legal liability arises from

- advice, and/or
- design, and/or
- specification

given or supplied for a fee or where a fee would normally be charged.

13 Clause 21.2.1 insurance (JCT standard form of building contract)

We will not pay a claim for damage to property if you are required to arrange insurance under the terms of

- clause 21.2.1 of the 1980 edition of the Joint Contract Tribunal conditions of contract, or
- any later version or substitution of the above, or
- any other contract that requires you to obtain similar insurance.
14 Pollution

We will not pay a claim where your legal liability arises from
- pollution, and/or
- the cost of removing, treating or cleaning up the pollution.

However, we will pay the claim if the pollution occurs anywhere other than the United States of America and/or Canada (including any dependency or trust territory) and provided:
- the pollution is caused by a sudden identifiable unintended and unexpected incident
- the incident takes place in its entirety at a specific time and place during the period of insurance shown in the policy schedule.
- all pollution arising from the incident shall be regarded as having taken place at the time of the incident.
- all pollution arising from the incident shall be regarded as one incident irrespective of the number of periods of insurance over which the pollution occurs.

The most we will pay for damages arising out of all pollution regarded as having occurred during any one period of insurance shown in the policy schedule shall not exceed the limit.

15 Asbestos

We will not pay a claim where your legal liability arises from the
- manufacture
- mining
- processing
- distribution
- testing
- remediation
- removal
- storage
- disposal
- sale
- use of, or
- exposure to asbestos or materials or products containing asbestos.

16 Joint ventures

If you are part of a joint venture or consortium we will only cover you for your legal liability arising from your own acts or omissions; we will not pay a claim where your legal liability arises from the acts or omissions of other members of the joint venture or consortium.

17 Products

We will not pay a claim
- for the cost repair, alteration, removal, recall or replacement of a product or for the cost of its reduction in contract value.
- where you know that the product will be used in the petrochemical industry.
where you know the product is exported to Canada or the United States of America or any dependency or trust territory.

18 Contractual liability (public liability)

We will not pay a claim under subsection of cover a (public liability) for any legal liability that results from an agreement that you have entered into if your liability is increased beyond that applicable in the absence of the agreement.

However, this exclusion will not apply if we are given the management and control of the claim.

19 Contractual liability (products liability)

We will not pay a claim under subsection of cover b (products liability) for any legal liability that results from an agreement that you have entered into if your liability is increased beyond that applicable in the absence of the agreement.

However, this exclusion will not apply where the liability arises out of a condition of warranty of goods implied by law.

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form. We have listed these in alphabetical order.

**Business.** In addition to the meaning given under the section ‘words with special meanings throughout this policy’ business also means

- your ownership, occupation and maintenance of land and buildings
- the provision and management of canteen, social, sports and welfare organisations for the benefit of employees
- the provision and management of ambulance, first aid and medical services for the benefit of employees
- the provision and management of fire and security services for the protection of premises owned or occupied by you
- private duties undertaken by an employee for you or, with your consent, for any director or partner of yours or any employee.

**Employee** means any person (other than a director of yours) who is or was, or who may become at some time in the future

- under a contract of service or apprenticeship with you, or
- under a work experience or similar scheme, or
- supplied to you, or
- hired in or borrowed by you, or
- a self-employed person

and who is working for you

- under your direct control in connection with your business, and
- they are normally resident in the United Kingdom.
**Excess** means the first amount of any claim for which **you** are responsible. The amount in respect of this section of cover is shown in the policy schedule.

**Injury** means
- bodily injury
- mental injury
- emotional distress
- shock
- sickness
- disease, or
- death.

**Insured, you, your, yours** means
- the person or persons, and/or
- the firm and all partners and former partners in the firm, and/or
- the limited liability partnership, and/or
- the trust, and/or
- the company
  named as the policyholder in the policy schedule, and/or
- the estates, heirs or legal representatives of any natural person above who has died or become incapacitated, insolvent or bankrupt but only in relation to a claim against this policyholder.

In addition, if **you** request us to, **we** will pay the following persons in the same way that **we** would pay **you** provided that they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as **you** are:
- any director or member of **yours**, or
- any **employee**, and
- any officer or member of **your** canteen, social, sports or welfare organisations, fire, ambulance, first aid, medical or security services (but only whilst they are acting in their capacity as an officer or member of the above organisations or services).

**Limit** means the maximum amount **we** will pay. The amount in respect of this section of cover is shown in the policy schedule.

**Product** means
- any goods or products
- the containers, labelling and instructions provided in connection with the goods or products that are:
- sold
- supplied
- processed
- installed
- serviced
• repaired
• altered
• treated, or
• renovated
by you or on your behalf.
Directors and Officers liability

What is covered

a  Directors and officers liability

We will pay any director or officer for their legal liability for damages and costs awarded against them arising from any claim first made against them and reported to us during the period of insurance shown in the policy schedule which arises from any actual or alleged wrongful act committed or attempted by a director or officer during the performance of their duties as a director or officer of yours.

In addition we will pay

- the director and officer's costs and expenses resulting from the claim
- punitive or exemplary damages awarded against the director or officer where the payment is lawfully allowed under this policy
- the premium paid by the director or officer for insurance or bonds which, in certain jurisdictions, are required to begin an appeal

If claims are made against both you and the director or officer and those claims arise from the same wrongful act, we will pay the director or officer's costs and expenses in full even if those costs and expenses incidentally benefit you. However, this does not apply if the wrongful act is an employment wrongful act.

However, if you are legally allowed to pay the director or officer under your Memorandum or Articles of Association, trust deed, constitution or charter for their legal liability and we reimburse you or make that payment on your behalf under subsection of cover h (company reimbursement), then we will not make any payment under this subsection of cover (directors and officers liability).

b  Outside board cover

We will pay any director or officer for their legal liability for damages and costs awarded against them arising from any claim first made against them and reported to us during the period of insurance shown in the policy schedule which arises from any actual or alleged wrongful act committed or attempted by a director or officer during the performance of their duties as a director or officer of an outside company when they hold the position of director or officer at your written request.

In addition we will pay

- the director and officer's costs and expenses resulting from the claim
- punitive or exemplary damages awarded against the director or officer where the payment is lawfully allowed under this policy
- the premium paid by the director or officer for insurance or bonds which, in certain jurisdictions, are required to begin an appeal

However, we will not pay any amount which the director or officer recovers from you and where we pay you under subsection of cover h (company reimbursement).

c  Disqualification proceedings

We will pay any director or officer for costs and expenses arising from disqualification proceedings which are first ordered or commissioned and reported to us during the period of insurance shown in the policy schedule.

However, we will not pay any amount which the director or officer recovers from the company and where we pay the company under subsection of cover h (company reimbursement).

d  Investigation costs
We will pay any director or officer for costs and expenses arising from an investigation which is first ordered or commissioned and reported to us during the period of insurance shown in the policy schedule.

However, we will not pay any amount which the director or officer recovers from you and where we pay you under subsection of cover h (company reimbursement).

e Environmental proceedings

We will pay any director or officer for costs and expenses arising from environmental proceedings which are first ordered or commissioned and reported to us during the period of insurance shown in the policy schedule.

However, we will not pay any amount which the director or officer recovers from you and where we pay you under subsection of cover h (company reimbursement).

f Extradition proceedings

We will pay any director or officer for costs and expenses arising from extradition proceedings which are first ordered or commissioned and reported to us during the period of insurance shown in the policy schedule.

However, we will not pay any amount which the director or officer recovers from you and where we pay you under subsection of cover h (company reimbursement).

g Manslaughter claims cover

We will pay any director or officer for costs and expenses arising from proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 (or any legislation amending or re-enacting the Act) which are first ordered or commissioned and reported to us during the period of insurance shown in the policy schedule.

However, we will not pay any amount which the director or officer recovers from you and where we pay you under subsection of cover h (company reimbursement).

h Company reimbursement

If, in accordance with your Memorandum or Articles of Association, trust deed, constitution or charter for their legal liability, you are legally allowed to pay on behalf of a director or officer any amount which the director or officer would otherwise be entitled to payment by us under the following subsections of cover

- a (directors and officers liability)
- c (disqualification proceedings)
- d (investigation costs)
- e (environmental proceedings)
- f (extradition proceedings)
- g (manslaughter claims cover)

then we will reimburse you for that payment.

i Discovery period

If we refuse to renew this section of cover for reasons other than

- non-payment of premium, or
- failure to comply with or observe the terms, provisions and conditions of this policy,
or if any director or officer or you declines to accept our renewal terms, then the director or officer or you shall automatically be entitled to a 30 day discovery period.

The discovery period shall only apply to:

- wrongful acts
- disqualification proceedings
- investigations
- environmental proceedings
- extradition proceedings
- proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 first committed or allegedly committed, ordered or commissioned during the period of insurance shown in the policy schedule.

The discovery period can be extended from 30 days to:

- 90 days subject to an immediate payment to us of 25% of the premium applicable to this section of cover.
- 180 days subject to an immediate payment to us of 50% of the premium applicable to this section of cover.
- 12 calendar months subject to an immediate payment to us of 100% of the premium applicable to this section of cover.

The extension of the discovery period must be requested within 30 days of the expiry of the period of insurance shown in the policy schedule and can only be extended once.

The director or officer or you shall not be entitled to any discovery period if other insurance has been bought with the intention of providing equivalent cover for any part of the discovery period.

If a discovery period is also provided under subsection of cover j (retired directors or officers) then the two discovery periods shall run concurrently.

j Retired directors or officers

If, for any reason, we or any director or officer or you refuse to renew this section of cover a retired director or officer shall automatically be entitled to a 72 calendar months discovery period.

The discovery period shall only apply to:

- wrongful acts
- disqualification proceedings
- investigations
- environmental proceedings
- extradition proceedings
- proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 first committed or allegedly committed, ordered or commissioned during the period of insurance shown in the policy schedule.

The retired director or officer shall not be entitled to any discovery period if other insurance has been bought with the intention of providing equivalent cover for any part of the discovery period.

If a discovery period is also provided under subsection of cover i (discovery period) then the two discovery periods shall run concurrently.
k   Public relations management

We will pay any director or officer for costs resulting from the use, with our prior agreement, of the public relations response service following a crisis.

In addition we will pay any other related costs agreed with us.

l   Non-executive directors

If the limit of this section of cover and any other cover that the director and officer is entitled to is completely used up, we will consider the limit to be increased by a further 10% but only in respect of costs and expenses incurred in the director or officer's capacity as a non-executive director of yours.

m   Emergency costs and expenses

If our prior written consent cannot reasonably be obtained before a director or officer incurs costs and expenses (or costs resulting from the use of the public relations response service) then we will agree to pay these up to a maximum of 10% of the limit.

n   Compensation for court attendance

If at our request

- any director or partner of yours, or
- any employee

attends a court as a witness in connection with a claim we will pay you the following amounts:

- for any director or partner £500 per day
- for any employee £250 per day

for each day on which attendance is required.

How much we will pay

The most we will pay in the period of insurance shown in the policy schedule for

- all claims in total, plus
- all costs and expenses, plus
- all punitive or exemplary damages, plus
- all premiums for insurance or bonds required to begin an appeal

is the limit.

The most we will pay in the period of insurance shown in the policy schedule for costs resulting from the use of the public relations response service is £25,000. This amount is in addition to the limit.

The most we will pay in the period of insurance shown in the policy schedule for costs and expenses arising from environmental proceedings is £250,000. This amount is not in addition to the limit.

Under subsection of cover h (company reimbursement) we will not pay the excess where:

- action for damages is brought in a court of law of, or costs and expenses arise within, the United States of America, or
- action is brought in a court of law elsewhere to enforce a judgment of a court of law of the United States of America.

This amount must be paid by you.
What is not covered (exclusions)

1  Fines and penalties
   We will not pay you or the director or officer for any fine or penalty.

2  Radioactive contaminations and sonic bangs etc
   We will not pay you or the director or officer for a loss that is otherwise covered under this policy if the loss is caused by or arises from
   •  ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
   •  the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
   •  pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
   and in Northern Ireland and the Republic of Ireland only
   •  riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

3  War risks and terrorism
   We will not pay you or the director or officer for a loss that is otherwise covered under this policy if the loss is caused by or arises from
   •  war and/or terrorism
   •  any action taken in controlling, preventing or suppressing war and/or terrorism
   •  any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
   •  Contamination due to terrorism

If we allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon you and/or the director or officer.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4  Mould
   We will not pay you or the director or officer for a loss that is otherwise covered under this policy if the loss is caused by or arises from mould or a mould event.

5  Other insurance
   We will not pay a director or officer or you where they or you have a right to payment under any other insurance.

However, if they have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by us then the amount that we will pay under this insurance will be reduced by the amount that we pay under the other insurance.

6  Legal action
   We will not pay a director or officer or you
• where the claim is brought in a court of law outside the jurisdiction shown in the policy schedule for this section of cover, and/or
• where action for damages is brought in a court within that jurisdiction to enforce a foreign judgment.
• where disqualification proceedings, investigation, environmental proceedings or extradition proceedings are ordered or commissioned outside that jurisdiction.

7 Employment disputes
If
• you are an unincorporated body, or
• the employment law protection section of cover has been chosen
then we will not pay a director or officer or you for
• an employment wrongful act
• an investigation in respect of employment discrimination or health and safety.

8 Dishonest and malicious acts
We will not pay a director or officer or you if the director or officer admits to dishonest, fraudulent or malicious conduct or if this is established in a judgement or final ruling.
This exclusion does not apply to any shareholder action where the loss in value of the share capital is a result of the dishonest, fraudulent or malicious conduct of the director or officer.

9 Remuneration
We will not pay a director or officer or you to the extent of any remuneration of any kind that is due to any director or officer or employee.

10 Prior and pending litigation
We will not cover any claim made against any director or officer or you or pay any costs and expenses arising from
• a wrongful act
• disqualification proceedings
• an investigation
• environmental proceedings
• extradition proceedings
• any proceedings brought under the Corporate Manslaughter and Corporate Homicide Act arising in any way from any previous or known litigation or proceedings (including allegations from the same or essentially the same facts) involving a director or officer, you or an outside company that was first started prior to the date that this section of cover came into force.
We will not cover any claim, proceedings or circumstances which have been reported or notified under any contract of insurance which this section of cover renews or replaces.

11 Pollution
We will not pay a director or officer or you in respect of any claim or proceedings arising from or involving pollution.
This exclusion does not apply to subsection of cover e (environmental proceedings).
This exclusion does not apply to any shareholder action where the loss in value of the share capital is a result of pollution.

12 Injury or property damage

We will not cover any claim for

- injury to any person
- loss, damage, destruction or loss of use of property.

This exclusion does not apply to emotional distress arising from

- libel, slander or defamation
- employment wrongful act (provided the employment law protection section of cover has not been chosen)

This exclusion does not apply to the criminal prosecution of any director or officer for manslaughter in relation to your activities.

This exclusion does not apply to any shareholder action where the loss in value of the share capital is a result of injury or loss, damage, destruction or loss of use of property.

13 Pension funds

We will not pay a director or officer or you in respect of any claim or proceedings arising from the director or officer acting in the capacity of trustee or administrator of any pension, retirement or superannuation scheme or programme created for the benefit of a director or officer or employee.

14 Takeover or merger

We will not cover any actual or alleged wrongful act committed or attempted after the effective date of your takeover or merger by or with any person or entity.

We will not cover any disqualification proceedings, investigations, environmental proceedings or extradition proceedings instigated after the effective date of your takeover or merger by or with any person or entity.

15 Professional duties to third parties

We will not cover any claim made by a third party for any breach of any professional duty owed to that party.

This exclusion does not apply to any shareholder action where the loss in value of the share capital is a result of breach of professional duty owed.

16 Claims made by any outside company

We will not cover any claim made by or on behalf of any outside company and/or any director, officer or trustee of the outside company.

This exclusion does not apply to

- any claim in respect of any employment wrongful act concerning the employment of the director or officer of the outside company
- any claim brought by any shareholder or bondholder of the outside company (which is made without any solicitation by, or assistance or participation of, any director, officer or trustee) due solely to any actual or alleged loss in value of the share capital of the outside company
- costs and expenses in the defence of any claim made by or on behalf of any outside company and/or any director, officer or trustee of the outside company
any claim for contribution brought by any director, officer or trustee of the outside company if the claim directly results from any other claim or payment under this section of cover

any claim brought by any person who is no longer a director, officer or trustee of the outside company

any claim brought by a liquidator, receiver or administrative receiver due to the insolvency of the outside company.

We will not cover any claim made by or on behalf of any person who controls more than 15% of the issued share capital of any outside company.

17 Punitive and exemplary damages (employment)

We will not pay any punitive or exemplary damages awarded in relation to any claim arising from or involving an employment wrongful act.

This exclusion shall not apply to exemplary damages in respect of employment related libel, slander or defamation.

If the jurisdiction shown in the policy schedule for this section of cover includes the United States of America then the following exclusions also apply:

18 'Insured v. insured' (USA)

We will not cover any claim made against a director or officer brought by

- you, or
- any present or former holding company of yours, or
- any other director or officer, or
- any outside company

where the claim is brought

- within or subject to the laws of the United States of America, or
- anywhere else to enforce a judgment of a United States of America court.

This exclusion shall not apply to:

- any claim in respect of any employment wrongful act concerning the employment of the director or officer by the company
- any shareholder action
- the director or officer's costs and expenses in the defence of the claim
- any claim for contribution brought by any director or officer if the claim directly results from any other claim or payment under this section of cover
- any claim brought by any person who is no longer a director or officer
- any claim brought by a liquidator, receiver or administrative receiver due to your insolvency.

19 United States of America

We will not cover any claim made against any director or officer or you or pay any costs and expenses arising from

- a wrongful act
- disqualification proceedings
- an investigation
environmental proceedings
extradition proceedings

caused by or relating to any breach of the following legislation of the United States of America:

- the Racketeer Influenced and Corrupt Organizations Act 18 USC Sections 1961 et seq., any amendments of this Act or any rules or regulations made under it.
- the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, the rules or regulations of the Securities Exchange Commission under either or both Acts, similar securities laws or regulations of any state, or any laws of any state relating to any transactions caused by, involving or relating to the sale of securities
- the Employment Retirement Income Security Act of 1974 as amended, or any rules or regulations made under it, or similar provisions of any federal, state or local law.

Conditions that apply to this section of cover

1 Disclosure clause

You or the director or officer must have provided the proposal with reasonable skill and care and after having made all reasonable and appropriate enquiries.

- If you or the director or officer have made any misrepresentation or non-disclosure of any material facts or circumstances then we will not avoid this section of cover
  - unless either:
    - we reasonably believe the misrepresentation or non-disclosure was deliberate or reckless; or
    - we would not have underwritten this section of cover on any terms if the facts or circumstances had been disclosed or not misrepresented
  - and provided that
    - where you or the director or officer should have notified us during a preceding period of insurance to that shown in the policy schedule of a claim or the instigation of disqualification proceedings, investigation, environmental proceedings or extradition proceedings and the cover to which you or the director or officer would have been entitled was in any way more restrictive than that provided at the date of notification we will only be liable to the extent available during that preceding period of insurance.
    - where you or the director or officer have prejudiced the handling or settlement of any claim, disqualification proceedings, investigation, environmental proceedings or extradition proceedings, the amount we will pay will be reduced to the amount which, in our opinion, would have been payable in the absence of the prejudice.

- Subject to the above, if you or the director or officer make any misrepresentation or non-disclosure of any material facts and we would still have underwritten this section of cover but on different terms had the facts been disclosed or not misrepresented, then we may instead:
  - reduce proportionately the amount paid or payable on any claim by reference to the ratio which the premium actually charged bears to the premium which we would have charged had you or the director or officer told us about a material fact or circumstance. The same reduction will be applied to any claims which have already been paid and any overpayment of claims by us will be repaid by you or the director or officer; and/or
  - treat this section of cover as if it had included such additional terms (other than terms relating to premium) as we would have imposed had you or the director or officer told us about a material fact of circumstance. These additional terms will apply equally to existing, past and future claims.

- We will not deny payment on the grounds of the breach of claims conditions 1 or 2 of this policy subject to the above.
2 **Cancellation**

Neither a **director or officer** nor **you** has a right to cancel this section of cover or to reduce the cover provided.

**We** will only consider a request for cancellation or a reduction in cover if **we** are reasonably satisfied that the request has been sanctioned by all the **directors or officers** whose rights under this section of cover are or may be effected.

Whether or not **we** agree to a request for cancellation or reduction in cover is at **our** complete discretion.

3 **Offering**

If **you** decide to make a public or private offering of **your** shares or other equity interest during the period of insurance shown in the policy schedule then

- **you** shall provide **us** with
  - any prospectus, and/or
  - any offering statement, and/or
  - any other information **we** may require
- **we** may at our discretion
  - amend the terms, limitations, exclusions and/or conditions of this section of cover, and/or
  - charge an additional premium.

4 **Severability**

Nothing in the **proposal** or otherwise known or done by any **director or officer** shall be attributed to any other person in determining any right or obligation of the **director or officer** under this section of cover.

In no case shall a **director or officer** be prevented from pursuing any point in his or her defence only because it is obstructive or harmful to the interests of any other **director or officer**.

**Words with special meanings (definitions)**

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form. We have listed these in alphabetical order.

**Crisis** means
- the allegation of a **wrongful act** committed by the **director or officer** during the period of insurance shown in the policy schedule
- the successful defence of an allegation of a **wrongful act** originally alleged to have been committed by the **director or officer** during the period of insurance shown in the policy schedule

where, in **our** opinion, there is a risk to the livelihood of the **director or officer** as a consequence of adverse press, publicity or media attention.

**Director or officer** means
- any person who was, is, or during the period of insurance shown in the policy schedule becomes a director, trustee, partner, member or officer of **yours**.
• any natural person acting in the capacity as a director of **yours** (not including any administrator, liquidator, receiver or auditor).
• any shadow director as defined under United Kingdom law or similar legislation in any other country.
• any **employee** of **yours**.
• the lawful husband, wife or civil partner of any of the above, only because of their relationship, following a claim against the above.
• the estates, heirs or legal representatives of any of the above who has died or become incapacitated, insolvent or bankrupt but only in relation to a claim against the above.

**Disqualification proceedings** means legal action taken against the **director or officer** following which they are liable to be disqualified from continuing to be a **director or officer** of **yours**.

**Employee** means any person (other than an independent agent, consultant, sub-contractor or professional advisor) who is (or was or who may be in the future):
• under a contract of service or apprenticeship with **you**, or
• under a work experience or similar scheme, or
• supplied to or hired in or borrowed by **you**
and who are working for and under **your** direct control in connection with **your** **business**.

**Employment wrongful act** means any actual or alleged
• act or omission that results in a dispute in connection with the employment of an **employee** or prospective **employee**, or
• **retaliatory treatment**
committed or allegedly committed by **you**.

**Environmental proceedings** means any
• prosecution
• official investigation
• examination
• inquiry, or
• other proceedings
by any official body or institution that has the authority or power to investigate **your** affairs and/or the affairs of the **outside company**, arising from **pollution** or alleged **pollution**.

**Excess** means the first amount of any claim for which **you** are responsible. The amount in respect of this section of cover is shown in the policy schedule.

**Extradition proceedings** means proceedings brought against the **director or officer** under
• the Extradition Act 2003, or
• any legislation amending or re-enacting the Act
including any appeal relating to those proceedings.

**Injury** means
• bodily injury
• mental injury
• emotional distress
• shock
• sickness
• disease, or
• death.

Investigation means any
• official investigation
• examination
• inquiry, or
• other proceedings
(other than when arising from pollution or alleged pollution) by any official body or institution that has the authority or power to investigate your affairs and/or the affairs of the outside company, arising from pollution or alleged pollution.

Limit means the maximum amount we will pay. The amount in respect of this section of cover is shown in the policy schedule.

Outside company means
• any company that is not a subsidiary company
• any registered charity
• any trade, research, promotional, training or similar organisation existing for non-profit making purposes (whether incorporated or not)
• any profit-sharing or share option committee, sports, social or similar association or organisation (whether incorporated or not) that is established or conducted for the directors or officers and their family’s or dependent’s benefit or the benefit of and employee and their families and dependents
but this does not include any company, charity or non-profit making organisation that is domiciled, registered or incorporated in the United States of America.

Public relations response service means public relations specialist services that we provide.

Retaliatory treatment means action taken against an employee on account of the employee exercising or attempting to exercise their rights under law.

Retired director or officer means any natural person who voluntarily ceased to be a director or officer during the period of insurance shown in the policy schedule and who does not resume a position of director or officer.

Shareholder action means a claim brought by any shareholder or bondholder of the company (which is made without any solicitation by, or assistance or participation of, any director or officer) due solely to any actual or alleged loss in value of the share capital of the company.
Subsidiary company means any company where you
- own more than 50% of the share capital
- have a majority of the voting rights
- have the right to appoint or remove a majority of the company’s board of directors
- control a majority of the voting rights of the company under a written agreement with other shareholders or members.

If a company ceases to be a subsidiary company cover will continue but only for
- wrongful acts
- disqualification proceedings
- investigations
- environmental proceedings
- extradition proceedings
- proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 first committed or allegedly committed, ordered or commissioned before it stopped being a subsidiary.

However, subsidiary company shall not include any company acquired or created on or after the inception date of this policy which is domiciled, registered or incorporated in the United States of America unless agreed by us in writing.

Wrongful act means any actual or alleged wrongful act, error or omission committed or attempted by a director or officer during the performance of their duties as a director or officer of yours including
- breach of any duty including fiduciary or statutory duty
- breach of trust
- negligence, negligent statement, misleading statement or negligent misrepresentation
- libel, slander or defamation
- wrongful trading as defined under United Kingdom law
- breach of warranty or authority
- or any other act, error or omission committed by them in their capacity of a director or officer of yours
- and, in respect of subsection of cover b (outside board cover) any other act or omission committed by them in their capacity of a director or officer of the outside company.

Related, continuous or repeated wrongful acts, or wrongful acts that are connected by the same cause, shall constitute a single wrongful act.

You/ your/ yours shall mean
- the limited liability partnership or company named as the policyholder in the policy schedule, and
- the subsidiary company.
Public relations response service

This is available to all policyholders who have purchased this section of cover. In the event of a claim, this provides access to the specialist public relations organisation, The Counsel House, to help manage certain situations such as:

- allegations of fraud
- serious injury to employees or members of the public
- dismissal or resignations of members of your board of directors
- official investigations into your affairs as it is likely that this could attract unwanted media attention.

How to access the public relations response service

Please contact our claims team for details of how to access this service.

Telephone: 0345 355 2227 (available Monday – Friday, 9.00am – 5.00pm)

Email: claimsuk@markelintl.com
Employers liability

The cover provided by this section is considered to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom.

What is covered

a Employers liability

We will pay your legal liability for damages and costs awarded against you arising from any claim made against you which arises from injury sustained by any employee whilst employed in or temporarily outside the United Kingdom.

Provided always that

- the injury is caused during the period of insurance shown in the policy schedule
- the injury arises out of and in the course of the employee's employment by you in connection with your business
- the action for damages is brought against you under the jurisdiction of a court within the United Kingdom

We will also pay

- your costs and expenses resulting from the claim
- your solicitor's fees that we agree to in writing for
  - your defence in any court of summary jurisdiction of any proceedings brought against you for the breach or alleged breach of any statutory duty resulting in injury
  - your representation at a coroner's court or fatal accident inquiry

  provided that the breach or death may result in a claim against you.

How much we will pay

The most we will pay for any claim or series of claims arising from the same original cause is the limit.

b Compensation for court attendance

If at our request

- any director or partner of yours, or
- any employee

attends a court as a witness in connection with a claim we will pay you the following amounts:

- for any director or partner £500 per day
- for any employee £250 per day

for each day on which attendance is required.

c Health and safety at work

We will pay your costs and expenses in your defence of any criminal proceedings (including a charge of manslaughter) brought against you for a breach of

- the Health and Safety at Work Act 1974, or
- the Health and Safety at Work (Northern Ireland) Order 1978, or
- any legislation amending or re-enacting the above
committed or alleged to have been committed in the course of your business during the period of insurance shown in the policy schedule.

We will also pay your costs and expenses in an appeal against conviction and/or prosecution costs awarded against you arising from the above criminal proceedings.

How much we will pay

The most we will pay for all costs and expenses in total in the period of insurance shown in the policy schedule is £250,000. This amount is inclusive of and not additional to the amount we will pay under subsection of cover a (employers liability).

We will not pay you if the proceedings relate to the health, safety and welfare of anyone other than an employee.

d Unsatisfied court judgments

We will at your request pay an employee or their personal representative the amount of any award following a judgment which has been obtained for injury against any company, partnership or person operating from premises within the United Kingdom and which remains unpaid six months after the date of the judgment.

Provided always that

- there is no appeal outstanding
- the injury was sustained during the period of insurance shown in the policy schedule by the employee whilst working in connection with your business
- the judgment was obtained in a court within the jurisdiction of the United Kingdom
- the employee or their personal representative assigns the judgment to us

How much we will pay

We will only pay the amount of the award that remains outstanding.

e Indemnity to principal

We will at your request pay any principal for whom you are completing a contract for the performance of work, to the extent required by the contract conditions.

However, we will only pay the principal if

- you would have been entitled to payment under this section of cover had the claim been made against you
- the principal observes, fulfils and is subject to the terms, conditions and exclusions of this policy in the same way as you are.

What is not covered (exclusions)

1 Fines and penalties

We will not pay a claim for any

- fine or penalty
- non-compensatory damages.

2 Radioactive contaminations and sonic bangs etc

We will not pay a claim for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
• the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
• pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
and in Northern Ireland and the Republic of Ireland only
• riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

3 War risks and terrorism
We will not pay a claim for a loss that is otherwise covered under this policy if the loss is caused by or arises from
• war and/or terrorism
• any action taken in controlling, preventing or suppressing war and/or terrorism
• any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association
regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
• contamination due to terrorism
If we allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon you.
If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4 Confiscation etc
We will not pay a claim for a loss that is otherwise covered under this policy if the loss is caused by or arises from confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority.

5 Other insurance
We will not pay for a loss where you have a right to payment under any other insurance.
However, if you have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by us then the amount that we will pay under this insurance will be reduced by the amount that we pay under the other insurance.

Conditions that apply to this section of cover
1 Certificate of employers liability
If the cover provided by this section of cover is cancelled then any certificate of Employers Liability Insurance issued under this policy is similarly cancelled from the same date.

Words with special meanings (definitions)
The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Business. In addition to the meaning given under 'words with special meanings that apply throughout this policy (general definitions)' business also means
• your ownership, occupation and maintenance of land and buildings
• the provision and management of canteen, social, sports and welfare organisations for the benefit of employees
• the provision and management of ambulance, first aid and medical services for the benefit of employees
• the provision and management of fire and security services for the protection of premises owned or occupied by you
• private duties undertaken by an employee for you or, with your consent, for any director or partner of yours or any employee.

Employee means any person who is or was, or who may become at some time in the future
• under a contract of service or apprenticeship with you, or
• under a work experience or similar scheme, or
• supplied to you, or
• hired in or borrowed by you, or
• a self-employed person
and who is working for you
• under your direct control in connection with your business, and
• normally resident in the United Kingdom.

Injury means
• bodily injury
• mental injury
• emotional distress
• shock
• sickness
• disease, or
• death.

Insured, you, your, yours means
• the person or persons, and/or
• the firm and all partners and former partners in the firm, and/or
• the limited liability partnership, and/or
• the trust, and/or
• the company
named as the policyholder in the policy schedule, and/or
• the estates, heirs or legal representatives of any natural person above who has died or become incapacitated, insolvent or bankrupt but only in relation to a claim against this policyholder.

In addition, if you request us to, we will pay the following persons in the same way that we would pay you provided that they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as you are:
• any director or member of yours
• any employee

• any officer or member of your canteen, social, sports or welfare organisations, fire, ambulance, first aid, medical or security services (but only whilst they are acting in their capacity as an officer or member of the above organisations or services).

Limit means the maximum amount we will pay. The amount in respect of this section of cover is shown in the policy schedule.
Property damage

What is covered

a Damage to property

If the property, or any part of the property is damaged during the period of insurance shown in the policy schedule, we will, at our option, either

• pay you the value of the property at the time of the damage, or
• repair, restore or replace the property or any part of the property that was damaged.

However, unless the property is a building, we will only pay you if the property is damaged within the buildings at the premises.

How much we will pay

The most we will pay in the period of insurance shown in the policy schedule will not exceed

• in respect of property, the sum insured shown in the policy schedule for that property
• in respect of all damage in total, the overall sum insured shown in the policy schedule.

We will not pay the excess. This must be paid by you. The excess applies to every separate incident or event of damage at each separate premises.

Basis of settlement

In the event of damage to property other than

• stock, rent, motor vehicles (including their accessories and equipment)
• employee's, director's, partner's, customer's and visitors cycles, tools and other personal effects

we will calculate the amount we will pay you on a reinstatement basis, provided that:

• where the work or reinstatement is carried out at another site and/or in any way suitable to meet your requirements we will not pay you for any resulting increase in the cost of the work or reinstatement.
• in respect of property that is only partially damaged we will not pay you more than we would have done had it been totally destroyed.
• we will not pay you anymore than we would have done if settlement was not on a reinstatement basis
  o unless reinstatement starts and continues without unreasonable delay
  o until the cost of reinstatement has actually been incurred
  o if the property at the time of the damage is insured by you or on your behalf under any other insurance which is not on the same basis of reinstatement.

If at the time of damage the sum insured shown in the policy schedule for the property is less than 85% of the full cost of reinstatement of the property then the amount we will pay you will be reduced in the same proportion.

In respect of all other claims for damage to property, we will settle your claim on an indemnity basis.

Automatic increase in sums insured

The cover provided by this section of cover extends to include

• newly erected buildings, extensions and alterations
• newly acquired office contents
• newly acquired computer equipment
• inflationary increases in the value of the buildings, office contents and/or computer equipment (but only if the sum insured shown in the policy schedule for the buildings, office

•
contents and/or computer equipment, at the start of the period of insurance shown in the policy schedule, is not less than their value)

but only for an amount not exceeding

- in respect of buildings, 25% of the sum insured or £50,000, whichever is the least, and/or
- in respect of office contents and/or computer equipment, 15% of their respective sums insured or £10,000 in total, whichever is the least.

Applying average

If, at the start of the damage, the sum insured shown in the policy schedule for the property is less than the value of the property then the amount that we will pay you will be reduced in the same proportion.

This clause will not apply if the amount we will pay you is calculated on a reinstatement basis.

Restoring the sums insured

Following damage which is insured under this section of cover the sums insured will be automatically restored to their original amount from the date of the damage, provided that

- pay any additional premium we may require
- comply with any reasonable recommendations we may make to prevent further damage.

Designation of property

If we need to determine the heading under which any property is insured we agree to accept the designation under which the property has been entered in your business books.

Non-invalidation

This section of cover will not be invalidated by any act or omission or an alteration where the risk of damage is increased but this was unknown to you and beyond your control, provided that:

- you tell us immediately you become aware of it, and
- pay any additional premium we may require, and
- comply with any additional terms we may require.

Interested parties

The interest is noted of

- mortgage lenders in the building, and/or
- suppliers of property to you under a hiring, leasing or similar agreement

provided that, in the event of damage to the building and/or property you tell us the nature and extent of that interest.

European Community and public authorities

We will pay the additional cost of reinstatement of damaged buildings and/or office contents that you become subject to solely because of the necessity to comply with the requirements of

- European Community legislation, or
- building or other regulations under any Act of Parliament or public authority bye-laws in respect of the damaged or undamaged portions of the property.

Provided that

- the work of reinstatement is commenced and carried out without unreasonable delay and, in any event, be completed within 12 months after the damage or any longer period that we may agree with you in writing.

However, we will not pay you

- for those additional costs in complying with the requirements
o in respect of damage occurring prior to the period of insurance shown in the policy schedule
o in respect of damage not insured by this section of cover
o where notice was served upon you prior to the damage taking place
o where there is an existing requirement which has to be implemented within a given period
o in respect of property where the damage is not covered by this section of cover

- the additional cost that would have been required to make good the damaged property to a condition equal to its condition when new had the necessity to comply with requirements not arisen.
- for the amount of any charge or assessment that arises from capital appreciation which is payable in respect of the property following compliance with the requirements.

If the requirements mean that the reinstatement is carried out, either in whole or in part, on another site we will not pay you more than we would have done had the reinstatement been carried out at the premises.

b Professional fees

We will pay you for reasonable and necessary
- architect’s
- surveyor’s
- consulting engineers’
- legal, and
- other professional fees

for repairing, restoring or replacing the property following damage to the buildings and/or office contents

However, we will not pay for any fees for preparing any claim or request for payment under this section of cover.

How much we will pay

The most we will pay in the period of insurance shown in the policy schedule for
- these fees, and
- the damage to the buildings, and/or office contents

will not exceed the sum insured shown in the policy schedule for the buildings and/or office contents as appropriate.

c Grounds of the premises

We will pay you, subject to our prior consent, for the cost of repairing damage to the grounds of the premises caused by the emergency services following damage to the property.

However, we will only pay for these costs if we have paid you (or admitted liability) for the damage to the property.

How much we will pay

The total amount we will pay for all these costs during the period of insurance shown in the policy schedule will not exceed £5,000.

d Debris removal

We will pay you, subject to our prior consent, for the cost of
• removing debris
• dismantling and/or demolishing
• shoring up or propping

of the portion or portions of the **buildings, office contents** and **computer equipment** as a result of **damage**.

We will only pay for these costs if we have paid **you** (or admitted liability) for the **damage** to the **property**.

We will not pay **you** for any costs for removing debris except from the site of the **property damaged** and the area immediately adjacent to the site.

We will not pay **you** for any costs that arise from **pollution** or contamination of any property that is not insured by this section of cover.

**How much we will pay**

The most **we** will pay in the period of insurance shown in the policy schedule for

• these costs, and
• the **damage** to the **buildings** and/or **office contents** and/or **computer equipment**

shall not exceed the sum insured shown in the policy schedule for the **buildings** and/or **office contents** and/or **computer equipment** as appropriate.

e  **Temporary removal**

We will pay **you** for **damage** to **property** occurring during the period of insurance shown in the policy schedule whilst the **property** is temporarily removed for cleaning, renovation, repair or similar purposes to anywhere in the **United Kingdom**.

We will also pay **you** if the **property** is **damaged** whilst in transit by road or rail from and to **your premises** and where it is to be cleaned, renovated or repaired.

However, **we** will not pay **you** if

• the **property** is removed to a location that is occupied by **you**
• the **property** is **damaged** by storm or flood whilst in the open or in transit.

**How much we will pay**

The most **we** will pay **you** is 15% of the sum insured shown in the policy schedule for the **property damaged**.

We will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of **damage**.

f  **Temporary removal of computer system records**

We will pay **you** for **damage** to computer system records occurring during the period of insurance shown in the policy schedule whilst they are temporarily removed to anywhere in the **United Kingdom**.

We will also pay **you** if the computer system records are **damaged** whilst in transit by road or rail from and to **your premises** and their place of temporary removal.

However, **we** will not pay **you** if

• the computer system records are removed to a location that is occupied by **you**
• the computer system records are **damaged** by storm or flood whilst in the open or in transit.

**How much we will pay**

The most **we** will pay **you** in the period of insurance shown in the policy schedule is £1,000.
We will not pay the excess. This must be paid by you. The excess applies to every separate incident or event of damage.

g  Loss of documents
We will pay you the cost of repairing, restoring or replacing any document which is damaged or mislaid (and which cannot be found after a careful search) during the period of insurance shown in the policy schedule.

Exclusion 28 (unexplained shortages) of this section of cover shall not apply to these costs.

However, we will not pay you for any costs arising from the failure or inability to produce the desired or intended result of any programme, instruction or data for use in any computer or other electronic data processing device, equipment or system which occurs other than through its physical destruction or damage.

How much we will pay

The total amount we will pay for all these costs during the period of insurance shown in the policy schedule will not exceed £10,000.

We will not pay the excess. This must be paid by you. The excess applies to every separate incident or event of damage.

h  Additional metered water charges

We will pay you the cost of additional metered water charges which you have to pay as a result of the accidental escape of water from tanks, apparatus or pipes at the premises.

However, we will only pay you if you keep a weekly record of readings from the water company's meter.

We will not pay you if the tanks, apparatus or pipes from which the water escapes are in an unoccupied building.

How much we will pay

We will calculate the amount payable by comparing the charge made by the water company for the period during which the loss of metered water occurred with the charges for the previous period. We will take into account any relevant factors affecting your normal consumption of water during the periods concerned when calculating the amount to be paid.

The total amount we will pay for all these costs during the period of insurance shown in the policy schedule will not exceed £5,000.

i  Computer breakdown

Despite exclusions 10 (electronic data) and 11 (mechanical or electrical breakdown) of this section of cover, if your computer equipment breaks down caused by an electrical or mechanical malfunction, failure or derangement (whether or not accompanied by visible damage to or physical breaking of any parts) during the period of insurance shown in the policy schedule we will, at our option,

- pay you the value of the computer equipment at the time of the breakdown, or
- repair, restore or replace the computer equipment or any part of the computer equipment that has broken down, or
- pay you the costs incurred in the reconstitution of any data stored on your computer equipment needed in order to continue your business.

We will not pay you

- if the breakdown is a result of gradual deterioration, wear and tear, inherent defect or a computer virus
• if the computer equipment is more than 10 years old from the date of manufacture
• if you have not taken all reasonable steps to make back-up copies of all data at least once a week and retained copies
• if the computer equipment is not maintained, serviced or updated in accordance with the manufacturers recommendations.

How much we will pay

The total amount we will pay during the period of insurance shown in the policy schedule will not exceed £5,000

We will not pay the excess. This must be paid by you. The excess applies to every separate incident or event of breakdown.

j Exhibitions

If the property, or any part of the property is damaged during the period of insurance shown in the policy schedule whilst it is at any exhibition in the United Kingdom (including whilst being erected or dismantled) we will, at our option, either

• pay you the value of the property at the time of the damage, or
• repair, restore or replace the property or any part of the property that was accidentally damaged.

However, we will not pay you

• if the property is damaged whilst at any premises that are owned or occupied by you
• if the damage is covered under any other policy or contract of insurance.

How much we will pay

The total amount we will pay for all damage to all property at any one exhibition is £5,000.
The total amount we will pay for damage to any one item is £1,000.

We will not pay the excess. This must be paid by you. The excess applies to every separate incident or event of damage.

k Replacement of locks

We will pay you the cost of replacing locks of the building following the theft of keys from

• the building, or
• your home, or
• the home of any of your directors, partners or employees.

Exclusion 15 (theft) of this section of cover shall not apply to this cover.

How much we will pay

The most we will pay for the cost of replacing locks following any one instance of theft of keys is £1,000.

We will not pay the excess. This must be paid by you. The excess applies to every separate incident or event of theft of keys.
What is not covered (exclusions)

1  Fines and penalties
We will not pay you for any
- fine or penalty
- non-compensatory damages.

2  Radioactive contaminations and sonic bangs etc
We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises from
- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
and in Northern Ireland and the Republic of Ireland only
- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

3  War risks and terrorism
We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises from
- war and/or terrorism
- any action taken in controlling, preventing or suppressing war and/or terrorism
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- contamination due to terrorism
If we allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon you.
If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4  Confiscation etc
We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises from confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority.

5  Mould
We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises from mould or a mould event.

6  Other insurance
We will not pay you more than our proportionate share if the damage is covered by any other insurance.
7 Wear and tear

We will not pay you for any damage caused by
- wear and tear
- the action of light or atmosphere
- moths, vermin or insects
- any process of cleaning, dyeing, restoring, adjusting or repairing
- corrosion, dampness, dryness, wet or dry rot
- marring, scratching, bruising, deterioration.

8 Defective workmanship

We will not pay you for any damage caused by faulty or defective workmanship, operational error or omission by you or any employee.

9 Fraud or dishonesty of employees

We will not pay you for any damage caused by fraud or dishonesty of employees.

10 Electronic data

We will not pay you against damage, distortion, erasure, corruption or alteration of electronic data from any cause (including computer virus) or any resulting loss of use, reduction in functionality, cost or expense, of whatever nature, regardless of any other cause or event contributing concurrently or in any other sequence to the damage, distortion, erasure, corruption or alteration.

This exclusion does not exclude physical damage, distortion, erasure, corruption or alteration directly caused by fire or explosion.

11 Mechanical or electrical breakdown

We will not pay you for any damage resulting from mechanical or electrical breakdown or derangement or from adjustment, maintenance or repair.

12 Pollution

We will not pay you for any damage caused by pollution other than damage caused by
- pollution which results from a specified event
- a specified event which results from pollution.

13 Subsidence

We will not pay you for any damage caused by subsidence
- to yards, car parks, roads, pavements, walls, gates or fences at the premises unless the buildings at the premises are damaged at the same time by the same cause.
- which results from
  - demolition, construction, structural alteration or repair of any property
  - groundworks or excavations at the premises
- to any property situated within the Isle of Wight.
14 Settlement and bedding down

We will not pay you for any damage caused by

- the normal settlement or bedding down of new structures
- the settlement or movement of made-up ground
- coastal or river erosion.

15 Theft

We will not pay you for any damage caused by theft or attempted theft

- by any person who is lawfully on the premises
- by deception
- from any outbuilding

unless the theft or attempted theft involved entry to or exit from the buildings by forcible and violent means.

We will not pay you for any damage caused by theft or attempted theft

- to property in any yard, car park, open space or open sided building
- while the building is unoccupied
- by, helped, or brought about by you, any member of your family, or any director, partner or employee of yours.

However, this exclusion shall not apply if the theft or attempted theft involves assault or violence or the threat of assault or violence to any member of your family, or any director, partner or employee of yours.

16 Collapse

We will not pay you for damage to the building caused by its own collapse or cracking unless it results from a specified event.

17 Damage to fences, gates and moveable property

We will not pay you for any damage to fences, gates and moveable property in the open caused by wind, rain, hail, sleet, snow, flood or dust.

18 Damage to roads, paths and pavements etc

We will not pay you for any damage to any yard, car park, road, pavement or path caused by weight, vibration or vehicles.

19 Unoccupied premises

We will not pay you for any damage to unoccupied buildings caused by

- freezing
- the escape of water from any tank, apparatus or pipe
- the escape of oil from any heating installation
- malicious persons (who are not acting on behalf of or in connection with any political organisation) unless this results in fire or explosion.
20 Fixed glass and sanitary ware

We will not pay you for any damage to fixed glass and sanitary ware

- which was broken or damaged before the beginning of the period of insurance shown in the policy schedule
- in an unoccupied building.

21 Valuable and fragile property

We will not pay you for any damage to

- jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books
- property in transit
- money, cheques, stamps, bonds or credit cards

unless the damage is caused by a specified event.

We will not pay you for any damage to

- securities of any description
- glass (other than fixed glass), china, earthenware (other than fixed sanitary ware), marble or other fragile or brittle objects unless the damage is caused by a specified event or theft or attempted theft.

22 Vehicles

We will not pay you for any damage to vehicles and their accessories and equipment, caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

23 Contract works

We will not pay you for any damage to

- the permanent and/or temporary works forming part of any contract for the maintenance, repair, renovation, refurbishment, alteration, rebuilding or similar of the buildings and/or
- materials for incorporation in the permanent and/or temporary works.

24 Land, roads, pavements etc

We will not pay you for any damage to land, roads, pavements, piers, jetties, bridges, culverts or excavations.

25 Livestock, crops or plants

We will not pay you for any damage to

- livestock, growing crops, lawns, or
- trees, shrubs and plants.

However, this exclusion shall not apply to trees, shrubs and plants that are used for ornamental purposes if the damage is caused by a specified event and they are:

- contained within the buildings, and
- do not form part of your office contents.
26 **Marine insurance**

*We* will not pay *you* where *you* have a right to payment under any marine policy (or would have had if *you* didn't have the cover provided under this policy).

However, *we* will contribute in excess of the payment provided by that marine policy (or which would have been provided if *you* didn't have the cover provided under this policy).

27 **Property more specifically insured**

*We* will not pay *you* for any damage to *property* that *you* have more specifically insured or has been more specifically insured on *your* behalf.

28 **Unexplained shortages**

*We* will not pay *you* for damage caused by or consisting of unexplained disappearance or inventory shortage, misfiling or misplacing of information.

29 **False pretence**

*We* will not pay *you* for any damage caused by *you* voluntarily parting with the title or possession of any *property* if induced by any fraudulent scheme, trick, devise or false pretence.

30 **Component self-ignition**

*We* will not pay *you* for any damage to any component of any dynamo, electric motor or other electrical plant installation, apparatus or conductor caused by its own self-heating or self-ignition.

31 **Flat roofs**

*We* will not pay *you* for

- any damage to flat roof sections of the *property*
- any damage resulting from flat roof sections of the *property* where the flat roof
  - has not been adequately maintained, or
  - is greater than 10 years old.

32 **Alteration**

*We* will not make any payment under this policy if, after the start of the period of insurance shown in the policy schedule, there is any alteration which results in

- an increase in the risk of a claim or damage
- *your* interest ceasing other than by a will or the operation of the law
- *your* business being wound up, carried on by a liquidator or receiver or permanently discontinued

unless *we* have been notified of and agreed to the alteration.
Conditions that apply to this section of cover

If you breach the following conditions this may result in your claim not being covered or a reduction in the amount payable.

1 Unoccupied buildings

It is a condition that you notify us, without delay, and in writing, when you become aware that

- a building or any part of a building is unoccupied or is to become unoccupied
- an unoccupied building or part of a building has become occupied or is to become occupied, giving us full details of the purpose for which it is to be used

and that you pay any reasonable additional premium we may require.

2 Explosion

It is a condition that in respect of damage to any vessel, machinery or apparatus (or their contents) caused by an explosion that originates within the vessel, machinery or apparatus, that you comply with any statutory regulations that require the vessel, machinery or apparatus to be examined.

3 Security protections

It is a condition that you ensure the following security protections (and/or any subsequent protections installed or fitted at our request) are in full and proper use at all times when the premises are closed for business or left unattended and will be maintained in proper working order throughout the period of insurance shown in the policy schedule:

- all external doors (and any internal doors leading to any part of the buildings not in your sole occupation) to be secured with either
  - if an aluminium door: a cylinder mortice deadlock, or
  - if an armoured plate door: the door manufacturer’s locks as supplied, or
  - if a UPVC door: a multi-point locking system incorporating a minimum of 3 deadbolts
  - if any other type of single leaf door
    - where the door thickness is at least 4.5 cm: a five lever mortice deadlock to at least British Standard 3621 together with a 17.5 cm boxed steel striking plate
    - where the door is less than 4.5 cm thick: a deadlocking rim latch keyed into the deadlock position or a mortice deadlock and two key operated security bolts engaging with the door frame and with internal operation only
  - if double leaf doors:
    - the standing leaf secured with internal surface mounted key operated security bolts or concealed flush bolts sited top and bottom engaging with the door frame and the floor, and
    - the final closing leaf secured with either a lock fitted as above dependent on door type or both leaves fitted with a coach-bolted locking bar secured with a close shackle padlock (or, if the locking bar is sited internally, either a close or open shackle padlock) having at least five levers
  - if a designated fire door: either
    - a panic bar locking system incorporating bolts which engage both the head and sill of the door frame, or
    - a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb turn mechanism.
all external ground floor and accessible windows and/or skylights are secured with key operated window locks or screwed shut.

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Buildings means the buildings at the premises. The buildings must be:

- owned by you or occupied either solely by you or in part by you
- owned or occupied by you in connection with your business and/or as a private dwelling or offices
- constructed of and roofed with non-combustible materials.

The buildings also include:

- landlords fixtures and fitting that are either in or on the buildings
- walls, gates and fences, car parks, yards, private roads, pavements and paths that are all on the same premises as the buildings
- small outside buildings, annexes, loading bays, conveniences, external fire escapes, staircases, gangways and pedestrian ways that are attached to the buildings or belong to them
- lowering and loading apparatus, water and fuel tanks and ancillary equipment, service pipes, trunking, piping, ducting, cables, wires and their associated control gear and accessories that extend from the building to the public mains which you are responsible for and provided that they are not otherwise insured.

Damage/damaged means accidental loss, destruction or damage.

Document means

- all documents other than
  - stamps
  - currency
  - coins
  - bank notes and bullion
  - travellers cheques
  - cheques
  - postal orders
  - money orders
  - securities
  - negotiable instruments
  and documents of the same kind.
- separable program, instruction or data for physical incorporation into any computer system that belong to you or for which you are legally responsible and are in your custody or control (or someone else entrusted by you) in the course of your business.
**Employee** means anyone (other than a director of yours) who was (or is or may be in the future) under a contract of service or apprenticeship with you, or under a work experience or similar scheme, or supplied to you or hired in or borrowed by you, or self-employed persons and who are working for you under your direct control in connection with your business and who are normally resident in the United Kingdom.

**Excess** means the first amount of any claim for which you are responsible. That amount is:
- £1,000 in respect of damage caused by subsidence
- £100 in respect of damage covered under subsection of cover g (loss of documents)
- £250 in respect of all other damage
- £25 in respect of the theft of keys covered under subsection of cover k (replacement of locks).

**Indemnity** means either
- the value of the property at the time of the damage, or
- the cost of repairing, restoring or replacing the property or any part of the property that was damaged

**Insured/you/your/yours** means the person named as the policyholder in the policy schedule.

**Office contents** means
- stationary, office furniture and machinery
- tenants' improvements and decorations for which you are responsible that are within the buildings at the premises. (However, office contents does not include any item that is insured under the portable equipment section of cover, or which would have been insured but for the operation of any limit, excess, exclusion or condition) and
- money and stamps, but only for an amount not exceeding £1,000 which is reduced to £500 in respect of theft from anywhere other than from a locked safe
- documents, manuscripts and business books but only for the value of the materials as stationary together with the cost of clerical labour in writing them up and not for the value to you of the information contained in the documents, manuscripts or books
- computer system records but only for the value of the materials together with the cost of clerical labour and computer time in reproducing the records (excluding any expense in connection with the production of information to be recorded) and not for the value to you of the information contained in the computer system records, and for an amount not exceeding £10,000
- patterns, models, moulds, plans and designs
- employees', directors', partners', customers' and visitors' personal belongings, but only for an amount not exceeding £500 per person
- wines, spirits, cigarettes and tobacco goods kept for entertainment purposes only (and not for sale) but only for an amount not exceeding £500 in total in respect of loss or damage by theft but excluding
- landlord's fixtures and fittings
• vehicles licenced for road use including their accessories and equipment
• property that is more specifically insured.

**Premises** means the **buildings** together with its land and outbuildings at the address shown in the policy schedule and which are owned or occupied by **you** (or in part by **you**).

**Property** means property owned by **you** or for which you are legally responsible, shown in the policy schedule and against which a sum insured is shown.

**Reinstatement** means the carrying out of the following work:
• where the **property** is lost or destroyed
  o the rebuilding of the **property** if a building, or
  o in respect of other **property**, its replacement by similar property
in a condition equal to but not better or more extensive than its condition when new
• where **property** is **damaged**, the repair of the **damage** and the restoration of the **damaged** portion of the **property** to a condition substantially the same as but not better or more extensive than its condition when new.

**Specified event** means:
• fire, lightning, explosion, aircraft or other aerial devices (or articles dropped from them), earthquake, subterranean fire
• 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 road vehicle or animal.

**Subsidence** means subsidence, ground heave or landslip.

**Unoccupied** means unoccupied, untenanted, empty or not in use.
Portable equipment

What is covered

a  Damage to property

If the portable equipment, or any part of the portable equipment is damaged during the period of insurance shown in the policy schedule, we will, at our option, either

- pay you the value of the portable equipment at the time of the damage, or
- restore, repair, or replace the portable equipment or any part of the portable equipment that was damaged.

How much we will pay

The most we will pay in the period of insurance shown in the policy schedule will not exceed the sum insured shown in the policy schedule for this section of cover.

The most we will pay in the period of insurance shown in the schedule for portable equipment left unattended at an exhibition venue is £5,000. This amount is not in addition to the sum insured shown in the policy schedule for this section of cover.

We will not pay the excess. This must be paid by you. The excess applies to each incident or event of damage.

Reinstatement basis of settlement

In the event of damage to portable equipment, we will calculate the amount we will pay you on a reinstatement basis.

Restoring the sums insured

Following damage which is insured under this section of cover the sums insured will be automatically restored to their original amount from the date of the damage, provided that you

- pay any additional premium we may require
- comply with any reasonable recommendations we may make to prevent further damage.

Applying average

If, at the start of the damage, the sum insured shown in the policy schedule for the portable equipment is less than the value of the portable equipment then the amount that we will pay you will be reduced in the same proportion.

This clause will not apply if the amount we pay you is calculated on a reinstatement basis.

b  Computer breakdown

Despite exclusions 10 (electronic data) and 11 (mechanical or electrical breakdown) of this section of cover, if your computer equipment breaks down caused by an electrical or mechanical malfunction, failure or derangement (whether or not accompanied by visible damage to or physical breaking of any parts) during the period of insurance shown in the policy schedule we will, at our option,

- pay you the value of the computer equipment at the time of the breakdown, or
- repair, restore or replace the computer equipment or any part of the computer equipment that has broken down, or
- pay you the costs incurred in the reconstitution of any data stored on your computer equipment needed in order to continue your business.

We will not pay you

- if the breakdown is a result of gradual deterioration, wear and tear, inherent defect or a computer virus
• if the **computer equipment** is more than 10 years old from the date of manufacture
• if **you** have not taken all reasonable steps to make back-up copies of all data at least once a week and retained copies away from the **premises**
• if the **computer equipment** is not maintained, serviced or updated in accordance with the manufacturers recommendations.

**How much we will pay**

The total amount **we** will pay during the period of insurance shown in the policy schedule will not exceed £5,000.

**We** will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of breakdown.

**What is not covered (exclusions)**

1. **Fines and penalties**
   **We** will not pay **you** for any
   • fine or penalty
   • non-compensatory damages.

2. **Radioactive contaminations and sonic bangs etc**
   **We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from
   • ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
   • the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
   • pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
   and in Northern Ireland and the Republic of Ireland only
   • riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

3. **War risks and terrorism**
   **We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from
   • **war** and/or **terrorism**
   • any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
   • any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**
   regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
   • contamination due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you**.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
4 Confiscation etc
We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises from confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority.

5 Mould
We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises from mould or a mould event.

6 Other insurance
We will not pay you more than our rateable proportion where you are entitled to payment under any other insurance.

7 Wear and tear
We will not pay you for damage caused by or consisting of
- wear and tear
- depreciation
- gradual deterioration
- vermin, moth or insects
- fungus
- condensation
- any gradually operating cause, or
- any process of cleaning, dyeing, repairing or renovation.

8 Unexplained Shortages
We will not pay you for damage caused by or consisting of unexplained disappearance or inventory shortage.

9 Unattended property
We will not pay you for damage to portable equipment caused or consisting of
- unexplained shortage or disappearance
- theft whilst the portable equipment is left unattended.
However, with regard to portable equipment left
- in vehicles, provided that
  - the portable equipment is concealed in a locked boot area within the vehicle, and
  - all points of access to the vehicle are securely locked and security devices put in full and proper operation, and
  - force is used to gain entry to the vehicle and the entry causes external and visible damage to the vehicle
then this exclusion shall not apply to
- theft or attempted theft of portable equipment from an unattended vehicle or
- theft of portable equipment where the vehicle is stolen at the same time.
at an exhibition venue, provided that
  o the portable equipment is in a locked display case, cabinet or locker
  o force is used to gain entry to the portable equipment
then this exclusion shall not apply.

10 Electronic data

We will not pay you against damage, distortion, erasure, corruption or alteration of electronic data from any cause (including computer virus) or any resulting loss of use, reduction in functionality, cost or expense, of whatever nature, regardless of any other cause or event contributing concurrently or in any other sequence to the damage, distortion, erasure, corruption or alteration.

This exclusion does not exclude physical damage, distortion, erasure, corruption or alteration directly caused by fire or explosion.

11 Mechanical/electrical breakdown

We will not pay you for damage caused by or consisting of mechanical or electrical breakdown of the portable equipment unless caused by accidental damage to the exterior of the portable equipment.

12 False pretence

We will not pay you for damage caused by the voluntary parting with title or possession of any portable equipment insured if induced by any fraudulent scheme, trick, device or false pretence.

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Damage/damaged means accidental loss, destruction or damage

Excess means the first amount of any claim for which you are responsible. The amount in respect of this section of cover is £250.

Insured/you/your/yours means the person named as the policyholder in the policy schedule.

Portable equipment means portable equipment owned by you or for which you are legally responsible, used in connection with your business including

- computer equipment
- photographic equipment
- mobile telephones, or
- equipment, props, exhibits, instruments and aids other than,
- equipment whilst fitted to a vehicle
- works of art (not including your own work), items of gold, silver or other precious metals, or personal effect (including jewellery and watches).
Reinstatement means the carrying out of the following work:

- where the portable equipment is lost or destroyed its replacement by similar portable equipment in a condition equal to but not better or more extensive than its condition when new.

- where portable equipment is damaged, the repair of the damage and the restoration of the damaged portion of the portable equipment to a condition substantially the same as but not better or more extensive than its condition when new.
Business interruption

What is covered

If any of the following events occur during the period of insurance shown in the policy schedule:

- **damage** at the **premises**, to property that is used by **you** for the purpose of **your business**
- **damage** to any property in the area near or surrounding the **premises** which prevents or makes it difficult for **you** to use or enter the **premises** for the purpose of **your business**
- **damage** to any property at **your** suppliers’ premises that are within the **United Kingdom**
- accidental failure of **your** supply of electricity, gas, water or telecommunication services

and as a result the **business** carried on by **you** at the **premises** is interrupted or interfered with then **we** will pay **you** the resulting **income shortfall** and/or **increase in cost of working**.

However, **we** will only pay **you**

- if a Sum Insured is specified in the policy schedule and only in respect of the **premises** shown against that sum insured.
- where **your** business has been interrupted or interfered with following **damage** to property at the **premises**, for the **income shortfall** and/or **increase in cost of working** if:
  - **we** have paid **you** (or admitted liability) for the **damage** to the property under the property damage section of cover of this policy or would have done so but for the excess under that section of cover, or
  - **we** would have paid **you** (or admitted liability) if the **premises** had been insured under the property damage section of cover, had **you** owned or been responsible for insuring the **premises**.

How much we will pay

The most **we** will pay under this section of cover in the period of insurance is the Sum Insured specified in the policy schedule.

However,

- with regard to any claim for **increase in cost of working**, **we** will not pay **you** more than the loss of **income** avoided by spending the additional money
- the most **we** will pay in the period of insurance shown in the policy schedule following **damage** to any property at **your** suppliers’ **premises** is £100,000
- the most **we** will pay in the period of insurance shown in the policy schedule following the breakdown of **your** computer equipment is £5,000

In calculating the amount to be paid all variations or special circumstances affecting the **business** will be taken into account so that the amount paid represents, as closely as possible, the results which would have been expected if the **insured event** had not occurred.

- **Savings**
  
  If any of the charges or expenses of the **business** cease or reduce in consequence of the **insured event** the amount of the savings during the **cover period** will be deducted from the amount **we** pay **you**.

- **Applying average**
  
  If, at the beginning of the **insured event**, the sum insured specified as the Sum Insured in the policy schedule is less than 85% of the **annual income** (or, if the maximum cover period shown in the policy schedule exceeds 12 months, a proportionally increased amount) the amount **we** pay **you** will be reduced in the same proportion.
• Professional accountant’s charges

We will also pay you for reasonable professional accountants charges for producing any particulars or details from your business books or any other proofs, information or evidence we may require under claims condition 3 (business interruption) including that the proofs, information or evidence are in accordance with your business books or documents.

• Alternative trading

If, during the cover period, the services provided by your business are provided from somewhere other than the premises, either by you or on your behalf, the money paid or payable in respect of those services provided will be taken into account in arriving at the income shortfall during the cover period.

• Restoring the Sum Insured

In the event of a loss covered by this section of cover the sum insured will not be reduced by the amount of that loss provided you
  o pay any appropriate additional premium we may require, and
  o comply with any reasonable requirements we may require to prevent any further loss.

What is not covered (exclusions)

1 Fines and penalties

We will not pay you for any
  • fine or penalty
  • non-compensatory damages.

2 Radioactive contaminations and sonic bangs etc

We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises from
  • ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  • the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
  • pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
  • riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

3 War risks and terrorism

We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises from
  • war and/or terrorism
  • any action taken in controlling, preventing or suppressing war and/or terrorism
  • any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
  • contamination due to terrorism

If we allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon you.
If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4 Confiscation etc

We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises from confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority.

5 Electronic data

We will not pay you against loss, destruction, damage, distortion, erasure, corruption or alteration of electronic data from any cause (including computer virus) or any resulting loss of use, reduction in functionality, cost or expense, of whatever nature, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, destruction, damage, distortion, erasure, corruption or alteration.

This exclusion does not exclude physical loss, destruction, damage, distortion, erasure, corruption or alteration directly caused by fire or explosion or in respect of loss arising from a computer breakdown claim which we have agreed to pay under the property damage section of cover.

6 Mould

We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises from mould or a mould event.

7 Other insurance

We will not pay you more than our proportionate share where you are entitled to payment under any other insurance.

8 Failure of supply

- We will not pay you for any loss resulting from damage caused by the deliberate act of a supplier in withholding the supply of water, gas, electricity, fuel or telecommunication services other than loss resulting from any subsequent damage which in itself is not excluded under this section of cover.

  However, this exclusion shall not apply if the withholding by the supplier is
  
  o for the sole purpose of safeguarding life, or
  
  o for protecting any part of the supplier’s system, or
  
  o a result of a scheme of rationing due to damage to the supplier’s premises.

- We will not pay you for any loss resulting from accidental failure of your supply of electricity, gas, water or telecommunication services
  
  o which does not involve a lack of supply for at least 24 consecutive hours
  
  o which is caused by strikes, labour or trade disputes, or drought.

Conditions that apply to this section of cover

1 Value Added Tax clause

To the extent that you are accountable to the tax authorities for Value Added Tax all terms in this policy shall be exclusive of that tax.
2 Current cost accounting

Any adjustment implemented in current cost accounting shall be disregarded.

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Annual income means the income during the 12 months immediately before the start of the insured event.

Cover period means the period beginning with the start of the insured event and ending no more than 12 months later, during which your business is adversely affected as a result of the insured event.

Damage means accidental loss, destruction or damage.

Income means the money paid or payable to you for work or services provided in the course of your business at the premises.

Income shortfall means the amount the income falls short, during the cover period, of the standard income as a result of the insured event.

Increase in cost of working means the amount of money, necessarily and reasonably spent, for the sole purpose of avoiding or diminishing the income shortfall which would have occurred during the cover period as a result of the insured event had the money not been spent.

Insured/you/your/yours means the person named as the policyholder in the policy schedule.

Insured event means

- damage at the premises, to property that is used by you for the purpose of your business
- damage to any property in the area near or surrounding the premises which prevents or makes it difficult for you to use or enter the premises for the purpose of your business
- damage to any property at your suppliers' premises that are within the United Kingdom
- accidental failure of your supply of electricity, gas, water or telecommunication services.

Premises means the buildings together with its land and outbuildings at the address shown in the policy schedule and which are owned or occupied by you (or in part by you).

Standard income means the income during the corresponding period of the same length as the cover period in the 12 months immediately before the start of the insured event.
Money and personal assault

What is covered

a  Money

We will pay you for loss of money within the United Kingdom, occurring during the period of insurance shown in the policy schedule, whilst the money is

• in transit
• in the custody of collectors (but only for 24 hours from the time of receipt or until the next working day)
• in the premises
• in any private residence
• on contract or exhibition sites whilst employees are working there at the time
• in the night safe or at a bank

We will also pay you for the cost of repair or reinstatement of any

• safe
• strongroom
• cash register
• cash carrying case or bag
• franking machine

lost or damaged by theft or attempted theft of money.

How much we will pay

The most we will pay for each loss of negotiable money and non-negotiable money is the amount specified in the policy schedule in respect of this section of cover. However, in respect of negotiable money only:

• if the loss is
  o from the premises out of working hours or from any private residence when it is not kept in a locked safe or strongroom
  o whilst in the custody of a collector
  o whilst in transit by registered post
  the most we will pay for each loss is £500
• if the loss is from any private residence when kept in a locked safe or strongroom the most we will pay for each loss is £1,000
• if the loss is from the premises when kept in a locked safe or strongroom the most we will pay for each loss is £2,500

The most we will pay in total during the period of insurance shown in the policy schedule for each loss of money that results from the fraudulent use of any company credit or debit cards issued in connection with your business is the amount specified in the policy schedule in respect of this section of cover.

We will not pay the excess. This must be paid by you. The excess applies to each claim for loss of money.

b  Personal Assault

If an insured person suffers injury, or loss of or damage to clothing and personal effects during the period of insurance shown in the policy schedule as a direct result of robbery or attempted robbery in the course of the business, we will pay you the benefit set out below.
How much we will pay

We will pay the amount specified in the schedule in respect of this section of cover, however,

- we will only pay the benefit for either death, loss of limbs, loss of sight or speech or hearing or permanent total disablement inclusive for any one insured person
- death, loss of limbs, loss of sight or speech or hearing or permanent total disablement must occur within 104 weeks of sustaining the injury
- to qualify for the benefit for temporary total disablement the insured person must have received medical attention from and continued under the care of a qualified medical practitioner
- the benefit for temporary total disablement is payable for a maximum of 104 weeks from the date of suffering the injury
- the benefit for temporary total disablement is no longer payable once the benefit for death, loss of limbs, loss of sight or speech or hearing or permanent total disablement becomes claimable.

And, in respect of

- loss of, or damage to, clothing and personal effects belonging to an insured person, the amount payable will be the amount of the loss or damage up to a maximum of £500
- medical expenses, we will pay the costs incurred up to a maximum of £250 per injury.

c Business Visits Abroad

We will pay you for loss of money outside of the United Kingdom during the period of insurance shown in the policy schedule and arising out of visits in connection with your business by you or any director or partner of yours or any employee.

How much we will pay

The most we will pay for each claim or series of claims arising from the same original cause is £500.

What is not covered (exclusions)

1 Fines and penalties

We will not pay you for any

- fine or penalty
- non-compensatory damages.

2 Radioactive contaminations and sonic bangs etc

We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

and in Northern Ireland and the Republic of Ireland only

- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.
3 War risks and terrorism
We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises from
- war and/or terrorism
- any action taken in controlling, preventing or suppressing war and/or terrorism
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- contamination due to terrorism

If we allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon you.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4 Confiscation etc
We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises from confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority.

5 Other insurance
We will not pay you more than our rateable proportion where you are entitled to payment under any other insurance.

6 Gaming machines
We will not pay you for loss of money in gaming, amusement, change giving or vending machines.

7 Fraud or dishonesty
We will not pay you for loss due to fraud or dishonesty of employees unless the loss is discovered within 30 days of it occurring.

8 Shortages
We will not pay you for shortages due to mysterious disappearance, unexplained shortages, accounting or clerical error or omissions.

9 Unattended motor vehicle
We will not pay you for loss of money from unattended motor vehicles.

10 Depreciation/counterfeit money
We will not pay you for loss resulting from or due to depreciation in value or to the use of counterfeit currency.

11 Falsification of accounts
We will not pay you for loss due to falsification of accounts.
12 Fidelity guarantee
We will not pay you for loss of money where you are entitled to payment under a Fidelity Guarantee or similar insurance policy or certificate.

13 Unregistered post
We will not pay you for loss of money in transit sent by unregistered post.

14 Credit cards
We will not pay you for loss due to the use of any company credit or debit card if the provisions, conditions and other terms under which the cards have been issued have not been fully complied with.

15 Children and age
We will not pay you
- for injury due to, or prolonged by, pregnancy or childbirth.
- for any insured person under the age of 16 years or over the age of 70 years.
- in respect of property belonging to any insured person under the age of 16 years or over the age of 70 years.

Conditions that apply to this section of cover

1 Record of money
You shall ensure that a complete record is kept of
- money in transit
- money in any premises at which money is covered under this section of cover
and that the record is deposited in some place other than the safe or strongroom containing the money.

2 Keys and combination codes
You shall ensure that no keys or combination codes of any safe or strongroom containing money are in the premises out of working hours. However, if you or any director or partner of yours or any employee (who is entrusted with money) permanently reside at the premises, the keys or combination codes of any safe or strongroom containing money shall, out of working hours, not be
- in the business portion of the premises.
- in or about that particular portion of the premises in which the safe or strongroom is kept or situated.

3 Escorted money
You shall ensure that each single transit of negotiable money above £2,500 is escorted by at least two responsible able-bodied adults.
Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

**Death** means death resulting solely and directly from the **injury**.

**Employee** means any person, (other than a director of **yours**) who is (or was or who may be in the future):

- under a contract of service or apprenticeship with **you**, or
- under a work experience or similar scheme, or
- supplied to or hired in or borrowed by **you**, or
- self-employed

and working for **you** under **your** direct control in connection with **your business** and normally resident in the **United Kingdom**.

**Excess** means the first amount of any claim for which **you** are responsible. The amount in respect of this section of cover is £250.

**Injury** means bodily injury caused solely and directly by violent, external and visible means.

**Insured/ you/ your/ yours** means the person named as the policyholder in the policy schedule.

**Insured person** means any principal, partner, director, officer or **employee** of **yours** or any member of their family.

**Loss of limbs** means total loss of use of one or more hands or feet resulting solely and directly from suffering the **injury**.

**Loss of sight or speech or hearing** means total and irrecoverable loss of

- all sight in one or both eyes, or
- the power of speech, or
- the sense of hearing

resulting solely and directly from suffering the **injury**.

**Medical expenses** means the cost of surgical or other remedial attention, treatment or appliances given or prescribed by a qualified member of the medical profession together with hospital, nursing home and ambulance charges following injury for which a benefit is payable under this section of cover.

**Money** means **negotiable money** and **non-negotiable money** which **you** are responsible for and used for the purpose of **your business**.

**Negotiable money** means cash (current coin, bank and currency notes), uncrossed cheques, uncrossed postal and money orders, unused postage stamps, National Savings Stamps and Certificates, unexpired units in franking machines, luncheon and customer redemption vouchers, trading stamps, holiday with pay
stamps, telephone cards and travel tickets (solely for your personal use, or use by any director, partner or any employee of yours).

**Non-negotiable money** means crossed cheques (including crossed giro cheques and drafts but excluding pre-signed blank cheques), crossed bankers’ drafts, crossed postal and money orders, crossed warrants, VAT purchase invoices, company credit and/or debit cards, credit and debit card sales vouchers and Premium Bonds.

**Permanent total disablement** means permanent total disablement (other than loss of limbs or loss of sight or speech or hearing) resulting solely and directly from injury which necessarily and continuously prevents the insured person from attending to business or occupation of any description and is beyond hope of improvement.

**Premises** means the premises shown in the policy schedule and which are occupied by you in the course of your business.

**Private residence** means the private residence, away from the premises, where you or any director, partner, employee or authorised representative (who is entrusted with money) of yours permanently reside.

**Temporary total disablement** means total disablement resulting solely and directly from injury which necessarily prevents the insured person from attending to his/her usual business or occupation or, if the insured person has no occupation, necessarily confines the person to a private dwelling or other location where he/she is under treatment.

**Working hours** means your normal working hours including overtime, during which you or any employees who are entrusted with money are

- in that portion of the premises used solely for the purposes of your business
- on a contract or exhibition site for the purposes of your business.
Occupational personal accident

What is covered

Personal accident

If an insured person suffers injury during the period of insurance shown in the policy schedule, whilst in a home office, commuting to work or at work and in the course of their employment by you, we will pay you the benefit set out below.

How much we will pay

We will pay the amount specified in the policy schedule in respect of this section of cover, however

- we will only pay the benefit for either death, loss of limbs, loss of sight or speech or hearing or permanent total disablement inclusive for any one insured person
- death, loss of limbs, loss of sight or speech or hearing or permanent total disablement must occur within 104 weeks of sustaining the injury
- to qualify for the benefit for temporary total disablement, the insured person must have received medical attention from and continued under the care of a qualified medical practitioner
- the benefit for temporary total disablement is payable for a maximum of 104 weeks from the date of suffering the injury
- the benefit for temporary total disablement is no longer payable once payment for death, loss of limbs, loss of sight or speech or hearing or permanent total disablement become claimable
- the benefit for temporary total disablement will not be payable for the first 14 days of temporary total disablement.

What is not covered (exclusions)

1 Radioactive contaminations and sonic bangs etc

We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

and in Northern Ireland and the Republic of Ireland only

- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

2 War risks and terrorism

We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- war and/or terrorism
- any action taken in controlling, preventing or suppressing war and/or terrorism
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- contamination due to terrorism
If we allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon you.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3 Suicide or self-injury
We will not pay you for loss resulting from an insured person committing or attempting to commit suicide or deliberate self-injury.

4 Drugs
We will not pay you for loss resulting from or contributed by an insured person having taken a drug.

This exclusion will not apply where the drug is taken as prescribed and direct by a qualified registered medical practitioner and is not being taken for the treatment of drug addiction.

5 Pregnancy and childbirth
We will not pay you for loss resulting from or contributed by the pregnancy (including childbirth) of an insured person.

6 Pre-existing condition
We will not pay you for loss resulting from or contributed by an insured person having any sort of physical or medical defect or health problem which was known either to you or the insured person prior to the date this section of cover was first incepted or prior to the latest renewal of this policy and which has not been declared to us and accepted by us in writing.

7 Wilful acts
We will not pay you for loss resulting from the needless peril by an insured person (except in an attempt to save human life).

8 Age
We will not pay you for loss sustained by any person under the age of 16 years or over the age of 75 years.

9 Sickness or disease
We will not pay you for loss resulting from or contributed by

- sickness or disease
- any naturally occurring condition
- any degenerative process
- a gradually operating cause.

10 Subsequent injury
We will not pay more than one of the benefits specified in the policy schedule in respect of this section of cover arising out of the same injury. However, we will pay for the temporary total disablement benefit prior to making a payment for death, loss of limbs, loss of sight, speech or hearing or permanent total disablement.
Conditions that apply to this section of cover

1 Disappearance

In the event of disappearance of the **insured person** if after a suitable period of time it is reasonable to believe that death has occurred as a result of **injury** then we will pay **you** the benefit for **death** subject to a signed undertaking that if the belief is subsequently found to be wrong the benefit will be refunded to **us**.

2 Other interests

All payments under this section of cover shall be made to **you**. Neither the **insured person** nor their personal representatives have a right to payment under this section of cover.

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

**Death** means death resulting solely and directly from sustaining the **injury**.

**Employee** means any person (other than a director of **yours**) who is (or was or may be in the future)
- under a contract of service or apprenticeship with **you**, or
- under any work experience or similar scheme, or
- supplied to or hired in or borrowed by **you**, or
- volunteers, or
- self-employed persons

and working for **you** under **your** direct control in connection with **your business** and normally resident in the **United Kingdom**.

**Injury** means accidental bodily injury.

**Insured, you, your, yours** means the person named as the policyholder in the policy schedule.

**Insured person** means any principal, partner, governor, director, council member, member, officer or trustee of **yours** or any employee.

**Loss of limbs** means total loss of use of one or more hands or feet resulting solely and directly from suffering the **injury**.

**Loss of sight or speech or hearing** means total and irrecoverable loss of
- all sight in one or both eyes, or
- the power of speech, or
- the sense of hearing

resulting solely and directly from suffering the **injury**.
Medical expenses means costs of surgical or other remedial attention, treatment or appliances given or prescribed by a qualified member of the medical profession together with hospital, nursing home and ambulance charges incurred following injury for which a benefit is payable under this section of cover.

Permanent total disablement means permanent total disablement (other than loss of limbs or loss of sight or speech or hearing) resulting solely and directly from injury which continuously prevents the insured person from attending to business or occupation of any description and is beyond hope of improvement.

Temporary total disablement means total disablement resulting solely and directly from injury which prevents the insured person from attending to his/her usual business or occupation or, if the insured person has no occupation, necessarily confines the person to a private dwelling or other location where he/she is under treatment.
Cyber and data risks

What is covered

a Data loss

If you suffer a data breach in connection with your business, during the period of insurance shown in the policy schedule, for 90 days immediately following your first discovery, we will pay your costs, reasonably incurred with our written consent, of

- using the services of the cyber response service to
  - contain, recover and assess the data breach
  - comply with United Kingdom legal requirements to establish a credit monitoring, identity theft and/or similar mitigation service
- complying with United Kingdom legal requirements to notify third parties and/or employees of an actual or suspected data breach
- notifying third parties and/or employees of an actual or suspected data breach where there are no legal requirements to do so but where notification will effectively reduce or avoid a loss which otherwise you would have been entitled to payment under subsection of cover b (data liability).

b Data liability

We will pay your legal liability for damages and costs awarded against you arising from any claim first made against you and reported to us during the period of insurance shown in the policy schedule which arises from a data breach in connection with your business.

In addition we will pay your costs and expenses resulting from the claim.

c Cyber loss

We will pay your costs, incurred with our written consent,

- in restoring, replacing, rebuilding, replicating or reinstating your computer equipment that has been subjected to a cyber attack
- to contain, reduce and/or pay a ransom demand resulting from data extortion first discovered by you and reported to us in the period of insurance shown in the policy schedule.

d Cyber crime

We will pay you

- the theft of your money or funds, and/or
- the cost of unintended or unauthorised call or bandwidth charges to your telephone systems directly resulting from a cyber attack on your computer equipment.

However, we will not pay you where the theft of your money or funds arises from the fraudulent representation of you by one of your clients or customers

- is the result of a cyber attack against your customers or suppliers.

e Cyber liability

We will pay your legal liability for damages and costs awarded against you arising from any claim first made against you and reported to us during the period of insurance shown in the policy schedule which arises from
• your negligent transmission of a computer virus that has originated from or passed through your computer equipment
• a cyber attack
• an e-media incident
in connection with your business.
In addition we will pay your costs and expenses resulting from the claim.

f Network interruption
If your computer equipment is subject to a cyber attack, first discovered and reported to us during the period of insurance shown in the policy schedule, and as a result your business is interrupted or interfered with then we will pay you the subsequent reduction in your net profit (before taxes) and/or increase in cost of working.
The amount we will pay in respect of the reduction in your net profit will be determined by taking into account
• your net profit in the months preceding the cyber attack
• your probable net profit during the cover period had the cyber attack not occurred
• seasonal variations and influences
• changes in market and/or economic conditions
However, the amount we will pay will not include any increase in net profit you would likely have attained as a result of an increase in volume of business due to favourable business conditions caused by the impact of a similar event on other businesses.
The amount we will pay in respect of increase in cost of working shall be the additional amount of money, necessarily and reasonably spent, in order to avoid or reduce the reduction in your net profit which would have occurred during the cover period as a result of the cyber attack had that money not been spent.
If any of the charges or expenses of your business cease or are reduced as a result of the cyber attack the amount of those savings during the cover period shall be deducted from the amount we pay you.
We will not pay you where the interruption or interference to your business arises from or involves in any way a self-replicating or non-targeted computer virus or hacking incident.

g Compensation for court attendance
If at our request
• any director or partner of yours, or
• any employee
attends a court as a witness in connection with a claim we will pay you the following amounts:
• for any director or partner £500 per day
• for any employee £250 per day
for each day on which attendance is required.

h Public relations management
We will pay you for costs resulting from the use, with our prior agreement, of the public relations response service following a crisis.
In addition we will pay any other related costs agreed with us.
However, you must:
• immediately notify us of any event or circumstances which might result in you seeking payment under this section of cover and comply with our recommendations or the recommendations of the public relations response service
• take all reasonable and practical measures to avoid or reduce the costs of the crisis.

i Regulatory investigations/fines
Despite exclusions 1 (fines and penalties) and 10 (contractual liability) of this section of cover, we will pay you
• the cost of legal representation, that we agree to in writing, at any investigation or proceedings brought about by the United Kingdom Information Commissioner’s Office in connection with any matter for which you might receive payment from us under this section of cover. Examples of investigations or proceedings are those brought under the Data Protection Act 1988 and/or the General Data Protection Regulations (GDPR).
• any PCI fines, penalty, fine or award made against you provided that it is legally permissible to insure against the payment of the penalty, fine or award.

How much we will pay
The most we will pay in total in the period of insurance shown in the policy schedule for
• all costs in total, plus
• all claims in total, plus
• all costs and expenses in total, plus
• the reduction in your net profit and/or increase in cost of working in total
is the limit, however, the most we will pay in total in the period of insurance shown in the policy schedule
• under subsection of cover c (cyber loss) in respect of containing, reducing and/or paying a ransom demand resulting from data extortion is £25,000,
• under subsection of cover d (cyber crime) is £25,000.
• under subsection of cover f (network interruption) is £50,000.
• under subsection of cover h (public relations management) is £25,000.
• under subsection of cover i (regulatory investigations/fines) is £100,000.

These amounts are included within and are not in addition of the limit
We will not pay the excess. This must be paid by you. The excess applies to every separate claim, data breach, data extortion, loss of money or funds and/or cost of unintended or unauthorised call or bandwidth charges under subsections of cover a (data loss), b (data liability), c (cyber loss), d (cyber crime) and e (cyber liability).

Under subsection of cover f (network interruption) we will not pay for any reduction in your net profit occurring during the time retention. This must be paid by you.

What is not covered (exclusions)
1 Fines and penalties
We will not pay a claim for any
• fine or penalty
• non-compensatory damages.

This exclusion does not apply to subsection of cover i (regulatory investigations/fines).

2 Radioactive contaminations and sonic bangs etc
We will not pay a claim for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

and in Northern Ireland and the Republic of Ireland only
- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

3 War risks and terrorism

We will not pay a claim for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- war and/or terrorism
- any action taken in controlling, preventing or suppressing war and/or terrorism
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- contamination due to terrorism

If we allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon you.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This exclusion does not apply in respect of a hacking incident or computer virus initiated for the sole purpose of exacting malice against you or obtaining commercial gain from you.

4 Confiscation etc

We will not pay a claim for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority, and
- access by any government, public, local or customs authority or any order by the authority to take down, deactivate or block access to your computer equipment.

5 Other insurance

We will not pay a claim where you have a right to payment under any other insurance.

However, if you have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by us then the amount that we will pay under this insurance will be reduced by the amount that we pay under the other insurance.

6 Legal action

We will not pay a claim under subsections of cover b (data liability) or e (cyber liability)
• where the claim is brought in a court of law outside the jurisdiction of the applicable courts shown in the policy schedule for this section of cover, and/or
• where action for damages is brought in a court within that jurisdiction to enforce a foreign judgment.

7 Geographical limits
We will not pay a claim for any legal liability or loss that you suffer that results from the conduct of your business outside of the United Kingdom other than whilst a director of yours or an employee is temporarily outside the United Kingdom in connection with your business.

8 Employers liability
We will not pay a claim where your legal liability arises from
• bodily injury, mental injury, emotional distress, shock, sickness, disease or death (other than emotional distress arising from a data breach) to any employee that results from their employment by you, or
• a breach of your responsibility as an employer to any employee or prospective employee.

9 Dishonest and malicious acts
We will not pay a claim where your legal liability or any loss that you suffer results from any
• dishonest
• fraudulent
• criminal
• malicious
• wilful, or
• reckless act or omission of any
• board director
• trustee
• governor
• council member
• committee member
• partner, or member of yours
• in-house lawyers of yours
• risk managers
• chief operating officers
• chief technology officers
• chief information officers
• chief privacy officers
• self-employed persons working for you
• or any other person acting in a similar capacity or any
• dishonest
• fraudulent
• criminal, or
• malicious
act or omission committed by any person after the discovery of reasonable cause for suspicion of that person.

In addition:
• no one will be entitled to payment in respect of any legal liability and/or costs and expenses resulting from their dishonest, fraudulent, criminal or malicious act or omission or from condoning such an act or omission.
• we will deduct from any amount payable by us:
  o any amounts due from you to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
  o any amounts held by you and owed to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
  o any amount recovered following action in accordance with general condition 1 (subrogation) of this policy.

10 Contractual liability
We will not pay a claim where your legal liability arises from any agreement you have entered into if your liability is increased beyond that applicable in the absence of the agreement.

11 Joint ventures
If you are part of a joint venture or consortium we will only cover you for your legal liability arising from your own acts or omissions; we will not pay a claim where your legal liability arises from the acts or omissions of other members of the joint venture or consortium.

12 Circumstances known at inception
If you knew or ought to have known of any circumstances that existed prior to the date that this section of cover started then we will not pay a claim for any legal liability or loss that you suffer that arises from those circumstances.

13 Retroactive date
We will not pay a claim where your legal liability arises from the carrying out of your business prior to the retroactive date.

14 Injury/property damage
We will not pay a claim where your legal liability arises from
• bodily injury, mental injury, emotional distress, shock, sickness, disease or death sustained by any person (other than emotional distress arising from a data breach), or.
• any loss, damage or destruction of property including the loss of use of the property (other than in respect of computer equipment).

15 Insolvency/bankruptcy
We will not pay a claim where your legal liability or any loss that you suffer results from your insolvency or bankruptcy, or the insolvency or bankruptcy of your suppliers, subcontractors or service providers.

16 Financial interest
We will not pay you for any claim made against you by
• any parent company, ultimate holding company or subsidiary company, or
• any person or entity having a financial, executive or controlling interest in your operation, or
• any company or entity in which you or any director, member or partner of yours has a financial, executive or controlling interest.

However, we will pay you if the claim is one for payment or contribution in respect of a claim made by an independent third party against the company, person or entity making the claim against you.

17 Trading losses
We will not pay a claim where your legal liability or any loss that you suffer arises from any
• trading losses, or
• trading liabilities, or
• any debts incurred
by any business managed by or carried on by you.

This exclusion shall not apply to subsection of cover f (network interruption).

18 Patents
We will not pay a claim where your legal liability or any loss that you suffer arises from any actual or alleged infringement of any patent.

19 Directors and officers
We will not pay a claim where your legal liability or any loss that you suffer arises from or is in connection with the performance or non-performance by you, any director or member of yours, or any employee, of any duties as a director or officer of any company.

20 Taxation, competition, restraint of trade and anti-trust
We will not pay a claim where your legal liability or any loss that you suffer arises from a breach of any regulation or legislation governing taxation, competition, restraint of trade or anti-trust provisions.

21 Electromagnetic or electrical disturbances
We will not pay a claim where your legal liability or any loss that you suffer arises from
• electromagnetic fields, electromagnetic radiation, electromagnetic pulses, electromagnetism, solar flares and storms, or any other type of radiation
• any alleged or actual electrical or mechanical failures and/or interruption including electrical disturbance, surge or spike.

22 Infrastructure failures
We will not pay a claim where your legal liability or any loss that you suffer arises from any failure of the provision of your infrastructure and utilities including the provision of gas, water, electricity, telecommunications or internet services.

23 Betterment
We will not pay you to the extent that your computer equipment or your financial position are in a better or improved position compared to their position in the absence giving rise to payment under this section of cover.

24 Data extortion
We will not pay a claim for any loss that you suffer arising from data extortion by an employee or a self-employed person working for you or anyone acting in collusion with them.

25 Fraudulent representation
We will not pay a claim under subsection of cover d (cyber crime) for any loss you suffer
• as a result of the fraudulent representation of you by one of your clients or customers
• arising from your clients or suppliers being subject to a cyber attack.

Conditions that apply to this section of cover
If you breach the following condition this may result in your claim not being covered or a reduction in the amount payable.

1 Data extortion
It is a condition under this section of cover that
• you will not disclose the existence of the cover provided in respect of data extortion to anyone.
• you will advise, or allow us to advise the police of the data extortion.

Words with special meanings (definitions)
The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Cover period means the period starting immediately following the expiry of the time retention and ending not later than 30 days afterwards.

Crisis means a data breach or any event which would result in a payment under this section of cover and where in our opinion there is a risk to your business as a consequence of adverse press, publicity or media attention.

Cyber attack means either
• a hacking incident, or
• a denial of service attack.
**Cyber response service** means the IT security specialist services provided by us or on our behalf.

**Data breach** means
- when used under subsection of cover a (data loss), the
  - loss of, and/or
  - unlawful or unauthorised alteration of, and/or
  - inappropriate publication of, and/or
  - theft of
data kept on **your computer equipment** or held by **you** in non-electronic format
- when used elsewhere in this section of cover, the
  - loss of, and/or
  - unlawful or unauthorised alteration of, and/or
  - inappropriate publication of, and/or
  - theft of
either electronic or non-electronic data.

**Data extortion** means a demand made against **you** by someone who threatens to introduce, start or continue a **data breach** which could result in **you** suffering a financial loss if the demand is not met.

**Denial of service attack** means an unlawful or unauthorised attempt by someone, that is specifically targeted at **you** alone and not at anyone else, to overload, hinder, interrupt or suspend service to **your computer equipment**, via the internet.

**E-media incident** means
- libel, slander or defamation, or
- unintentional infringement of intellectual property rights or any unintentional act of passing off solely occasioned through
  - **your** website content,
  - **your** social media presence (including comments made by others for which **you** may be held legally responsible), or
  - **your** other online mediums.

**Employee** means anyone (other than a director of **yours**) who was, or is or may become
- under a contract of service or apprenticeship with **you**
- under a work experience or similar scheme with **you**
- supplied to **you** or hired in or borrowed by **you**
who work for **you** in connection with **your business** and are under **your** direct control and who are normally resident in the **United Kingdom**.

**Excess** means the first amount of any claim or payment for which **you** are responsible. The amount in respect of this section of cover is shown in the policy schedule.
Hacking incident means an electronic attack of a malicious or unauthorised nature, by someone (including an employee) with the intention of damaging, destroying, altering, encrypting, overloading or interfering with your computer systems or records.

Insured, you, your, yours means
- the person or persons, and/or
- the firm and all partners and former partners in the firm, and/or
- the limited liability partnership, and/or
- the trust, and/or
- the company

named as the policyholder in the policy schedule.

In the event of the death, incompetency, incapacity, bankruptcy or insolvency of any natural person named as the policyholder or partner or former partner of the policyholder then it also means
- the estate, and/or
- the heirs, and/or
- the legal representatives (including anyone to whom their rights or liabilities have been legally transferred or anyone appointed to act for them)

of the person or partner concerned.

In addition, if you request us to, we will pay the following persons in the same way that we would pay you provided that they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as you are:
- any director or member of yours, or
- any employee.

Limit means the maximum amount we will pay. The amount in respect of this section of cover is shown in the policy schedule.

PCI fines means those fines imposed against you due to a breach of the PCI Data Security Standard, but only as a result of a data breach.

Public relations response service means the public relations specialist services provided by us or on our behalf.

Retroactive date means either
- the date when this section of cover was first incepted, or
- where equivalent cover to that provided under this section of cover has been continuously maintained immediately prior to the inception of this section of cover, then it means the date that applied to that equivalent cover.

Time retention means 24 hours starting from the time of your first discovery of a cyber attack.
Public relations response service
This is available to all policyholders who have purchased this section of cover. In the event of a claim, this provides access to the specialist public relations organisation, The Counsel House, to help manage certain situations where there is a risk to your business as a consequence of adverse press, publicity or media attention.

How to access the public relations response service
Telephone: 0345 355 2227
Email: info@thecounselhouse.com
Information required:
• policyholder name
• policy number
• contact details
• brief details as to the nature of the problem or the advice being sought.

Cyber response service
This is available to all policyholders who have purchased this section of cover, and provides access to specialist solicitors at Markel Law and information security experts who will give expert legal and technical IT security guidance on issues arising from cyber and data protection risks.

How to access the cyber response service
Telephone: 0333 234 2471
(Monday – Friday, 9:00am – 5:30pm)
Information required:
• policyholder name
• policy number
• contact details
• brief details as to the nature of the problem or the advice being sought.
Legal expenses

What is covered

A Employment disputes

a.1. ACAS Early conciliation

We will pay your costs and expenses for your defence of an employment dispute between you and

- your employee
- an ex- employee
- an interviewee or applicant to become an employee
- a worker that alleges to be your employee

in connection with employment law or their contract of employment in taking part in an ACAS Early Conciliation process

a.2. Employment tribunal response (ET3)

We will pay your costs and expenses for your defence of an employment dispute between you and

- your employee
- an ex- employee
- an interviewee or applicant to become an employee
- a worker that alleges to be your employee

in connection with employment law or their contract of employment when providing your initial response to an ET1 against you at an employment tribunal

a.3. Pre-hearing review / employment status dispute

We will pay your costs and expenses for your representation at a pre-hearing review between you and a worker who alleges to be your employee to determine their employment status in connection with employment law,

a.4. Employment Tribunal Hearing

We will pay your costs and expenses for your representation or negotiating a settlement at an Employment Tribunal hearing between you and

- your employee
- an ex- employee
- an interviewee or applicant to become an employee

in connection with employment law or their contract of employment

a.5. County or High Court proceedings

We will pay your costs and expenses for your representation or negotiating a settlement in the County Court or High Court in a dispute between you and

- your employee
- an ex- employee
- an interviewee or applicant to become an employee

in connection with employment law or their contract of employment
b Employment compensation awards

If you have a claim accepted under section of cover a4, legal expenses, employment disputes, (employment tribunal hearing) we will also pay

- compensation you are ordered to pay by an employment tribunal
- tribunal fees you are ordered to pay by the Tribunal. Or Tribunal fees as agreed in a settlement that you have entered into with our consent
- the amount we agree in settling a dispute

We will not pay you where the Employment Tribunal instructs you to reinstate an employee and you fail to do so

We will not pay any amount that you are obliged to pay in accordance with

- any law governing health and safety, workers’ compensation, unemployment insurance, social security, disability benefits, redundancy, remuneration or any similar law, including regulations created under those laws.
- the contract of employment with you
- any benefit scheme or failure to contribute to, fund, reimburse or make payment in connection with a benefit scheme.

c Property and landlord and tenant disputes

c.1. Property disputes

We will pay your costs and expenses to obtain damages or another legal remedy for property disputes where:

- your property is trespassed upon
- your property is subject to nuisance by another party
- you defend someone’s claim of right of way across your property
- you pursue a right over another’s property which is described in the title documents of your property
- you pursue someone for material damage to your property and you are unable to recover this elsewhere

in connection with your business and this is first known to you and reported to us during the period of insurance shown in the policy schedule.

We will not pay you to pursue your claim if the other party owns some or all of the property or they allege they do

We will not pay you to defend or pursue your claim if the dispute is a contractual dispute

We will not pay you to defend or pursue your claim if there is a dispute over rights to or over another’s property which is alleged to have arisen through your use or occupation over a period of time.

c.2. Disputes with your landlord

We will pay your costs and expenses to obtain damages or another legal remedy for disputes with your landlord where:

- your landlord doesn’t maintain or repair your property as required by the written terms of your tenancy agreement
• your landlord alleges that you failed to maintain or repair the property as required by your lease or tenancy agreement
• you defend a demand for dilapidations at the expiry of your lease or tenancy
• your landlord seeks to end your lease or tenancy earlier than stated in your written tenancy agreement or they seek to remove you from the property

in connection with your business and this is first known to you and reported to us during the period of insurance shown in the policy schedule.

We will not pay you if you have not paid money to your landlord as stated in your written tenancy agreement or your landlord alleges that you haven't paid this money. However, we will pay you if you have withheld payment required by your written tenancy agreement because your landlord has failed to maintain or repair your property

c.3. Disputes with your tenant

We will pay your costs and expenses to obtain damages or another legal remedy for disputes with your tenant where:

• your tenant fails to maintain or repair your property as required by the written tenancy agreement or lease
• your tenant alleges that you failed to maintain or repair property as required by the written tenancy or lease
• you pursue your tenant for disputed dilapidations at the end of your lease or tenancy

in connection with your business and this is first known to you and reported to us during the period of insurance shown in the policy schedule.

We will only pay you for dilapidations where you have served a notice of dilapidations upon your tenant and you have obtained at your own expense an independent expert valuation of the dilapidations.

c.4. Evictions

We will pay your costs and expenses to obtain damages or another legal remedy where you evict your tenant or employee or former employee following the expiry of their tenancy or licence which you have granted to use the property in connection with your business and this is first known to you and reported to us during the period of insurance shown in the policy schedule.

We will not pay you if you have not issued an enforceable statutory or contractual notice which requires the tenant, employee, former employee or licensee to leave the property

d. Criminal defence

d1. Interview under caution

We will pay your costs and expenses where you require representation at an interview under caution by the police or another prosecuting authority in connection with your business during the period of insurance shown in the policy schedule.

We will not pay you where you are required by the police to immediately attend an interview under caution at a police station.

d2. Prosecution defence

We will pay your costs and expenses for your defence of a criminal prosecution accusing you of a criminal offence when you receive a summons in connection with your business and report it to
us during the period of insurance shown in the policy schedule,

We will not defend you where the allegations

- are a motoring offence
- involve fraud, dishonesty or criminal damage
- are tax related or an application is made under the proceeds of crime act
- involve assault or a sexual offence if you do not maintain a not guilty plea

We will not defend you if it is alleged that you are responsible for damage or loss caused by seepage, pollution or contamination of any kind

We will only defend you if you are charged under the Corporate Homicide Act 2007. We will not defend your employee, director or partner.

d3. Motor Offences

We will pay your costs and expenses for your defence of a criminal prosecution first made and reported to us during the period of insurance shown in the policy schedule where the conviction would result in the loss of a driving licence and the driving licence is required by your director or business partner of your business to carry out your business

We will pay your costs and expenses for your defence of a criminal prosecution for tachograph or weight offences

We will not pay you where there is an allegation of driving under the influence of drugs/alcohol or the use of handheld electronic equipment

e. Tax protection

e1. Aspect enquiry

We will pay your costs and expenses in representing you before HM Revenue & Customs (HMRC) when HM Revenue & Customs issues a formal notice

- to you,
- to your director, or
- to your business partner

to carry out an aspect enquiry in connection with your business into a part or parts of your income or corporation tax self assessment return and this is first known to you and reported to us during the period of insurance shown in the policy schedule

e2. Full enquiry

We will pay your costs and expenses in representing you before HM Revenue & Customs (HMRC) when HM Revenue & Customs issues a formal notice

- to you,
- to your director, or
- to your business partner

to examine all of your financial records income or corporation tax in connection with your business which is first ordered or commissioned, first known to you and reported this to us during the period of insurance shown in the policy schedule
e3. National insurance and PAYE disputes

We will pay your costs and expenses in representing you before HM Revenue & Customs (HMRC) when HM Revenue & Customs expresses dissatisfaction with your

- p11ds, or
- p9ds, or
- your pay as you earn PAYE, and/or
- national insurance contributions, NIC

following an employer compliance visit by HM Revenue and Customs and this is first known to you and reported this to us during the period of insurance shown in the policy schedule.

e4. Current tax year enquiry

We will pay your costs and expenses in representing you before HM Revenue & Customs (HMRC) when HM Revenue & Customs make a written request to inspect your business records, assets or premises under Schedule 36 of the Finance Act 2008. The request must be first known to you and reported to us during the period of insurance shown in the policy schedule.

e5. VAT disputes

We will pay your costs and expenses in representing you before HM Revenue & Customs (HMRC) when HM Revenue & Customs allege that you have not paid value added tax (VAT). The allegations must be first known to you and reported to us during the period of insurance shown in the policy schedule.

f Regulatory compliance

f1. Health and safety executive enforcement notices

We will pay your costs and expenses in undertaking an appeal against an improvement or prohibition notice issued by the Health and Safety Executive (HSE) which is first known to you and reported to us during the period of insurance shown in the policy schedule.

f2. Abatement notice appeals

We will pay your costs and expenses in undertaking an appeal against an abatement notice for a statutory nuisance issued by a local authority in connection with your business and which is first known to you and reported to us during the period of insurance shown in the policy schedule.

However, we will not pay your costs and expenses for more than one appeal in any one period of insurance as stated in the schedule of this policy.

We will not pay your costs and expenses for an appeal involving or arising from planning applications, decisions or disputes.

f3. Licence appeals

We will pay your costs and expenses for an appeal against a decision taken by a statutory body to suspend, revoke, alter or not renew an existing statutory licence you need to carry out your business which is first known to you and reported to us during the period of insurance shown in the policy schedule.

We will not pay your costs and expenses for appeals arising from or connected to a change in the law or regulations.

We will not pay you for complying with a notice or order.

We will not pay you for appeals involving driving or property licences.
We will not pay you where you have failed to comply with recommendations or warnings from your regulator or a statutory body.

f4. Disciplinary hearings

We will pay your costs and expenses for representing your director or a business partner at a disciplinary hearing held by a professional or regulatory body where a loss of registration or accreditation would stop you carrying out your business. Your director or business partner must first know about the hearing and the claim must be reported to us during the period of insurance shown in the policy schedule.

We will not pay your costs and expenses of representation for healthcare, medical or alternative therapy registrations or accreditations.

f5. Data protection defence

We will pay your costs and expenses for your defence under the Data Protection Act 2018 (Articles 168 and 169) and the General Data Protection Regulation (Section 82), in connection with your business when the breach is first known to you and is reported to us during the period of insurance shown in the policy schedule.

f6. Data protection compensation

If you have a claim under section of cover ‘f,5’ legal expenses, regulatory compliance, (data protection defence) we will also pay your legal liability to pay compensation as a result of

- holding, or
- losing, or
- unauthorised disclosing

data in connection with your business and which you are responsible for.

We will only pay compensation which you are legally responsible for if the party you are in dispute with is alleging that they have suffered a specific financial loss.

g Court attendance costs

g1. Jury service

If

- any director or partner of yours, or
- any employee

attends jury service at a court during the period of insurance shown in the policy schedule, we will reimburse you the amount of money you pay them per day.

However, we will subtract from any payment due to you the amount you recover, or are permitted to recover, from the court.

g2. Witness attendance allowance

If your representative requests that

- any director or partner of yours, or
- any employee

attends a court as a witness in connection with an accepted claim under this section of cover (legal expenses) we will pay their attendance costs.
We will not pay costs incurred when attending court as an expert witness,

We will not pay any remuneration of any kind which is due to the director, partner or employee

We will not pay any costs which it is possible to reclaim from a prosecuting authority

h Employee extra protection

h1. Pension trustee defence

We will pay you for costs and expenses in defending your directors or partners in your business where civil proceedings are brought against them resulting from their conduct as a trustee or administrator of a pension, retirement or superannuation scheme or programme created for the benefit of your director, partner or employee when the claim is first made and reported to us during the period of insurance shown in the policy schedule.

h2. Wrongful arrest

If

- any director or partner of yours, or
- any employee

is alleged to have detained a natural person against their will during the period of insurance shown in the policy schedule, we will pay their costs and expenses of defending the allegation.

We will not pay if the allegation is made by an employee or former employee of yours

h3. Personal injury

We will pay costs and expenses for your employee, directors and/or partners to pursue a claim for damages for injury suffered by them during the period of insurance shown in the policy schedule when carrying out your business if the injury was caused by an actual or alleged act or omission of another party

We will not pay costs and expenses where the legal case is or may be against you

We will not pay costs and expenses when the injury takes place on your property

h4. Discrimination defence

We will pay costs and expenses for your employee, directors and/or partners to defend an allegation of discrimination arising from your employee's conduct in carrying out your business when the claim is first made and reported to us during the period of insurance shown in the policy schedule.

We will not pay you where the discrimination involves a potential, former or current employee

i Restrictive covenant cover

We agree to pay your costs and expenses to pursue your employee or ex-employee for their breach of a restrictive covenant which is causing or will cause you financial loss if the breach is first known to you and reported to us during the period of insurance shown in the policy schedule.

We will only pay you when the restrictive covenant is twelve calendar months or shorter

We will not pay you if the restrictive covenant does not form part of the employee or former employee's written contract of employment with you

j Negotiation cover
If you notify a claim under section of cover (legal expenses, property and landlord and tenant disputes) or section of cover (legal expenses, contract for goods and services disputes) and solely due to a lack of reasonable prospects of success

- we do not cover your claim, or
- we withdraw cover
- we will pay your costs and expenses in order to reach a settlement of your dispute

We will not pay your costs and expenses under this section of cover if the incident notified under section of cover (legal expenses, property and landlord and tenant disputes) or section of cover (legal expenses, contract for goods and services disputes) first started prior to the date that these sections of cover came into force.

**k Contract for goods and services disputes**

We will pay your costs and expenses to defend or pursue a claim for alleged breach of any express written contract or agreement between you and your customer or supplier for the provision of the sale, hire or supply of goods and services in connection with your business.

The breach must be first known by you and reported to us during the period of insurance shown in the policy schedule.

We will not pay you for defending a claim involving a construction contract.

**What we will pay**

The most we will pay for any claim or series of claims arising from the same original cause in the period of insurance shown in the policy schedule is

- £100,000 in respect of section of cover ‘a’ employment disputes. This amount is inclusive of and not in addition to the limit.
- £100,000 in respect of section of cover ‘b’ employment compensation awards. This amount is inclusive of and not in addition to the limit.
- £100,000 in respect of section of cover ‘c’ property and landlord and tenant disputes. This amount is inclusive of and not in addition to the limit.

We will not pay the excess this must be paid by you. The excess applies to your costs and expenses in respect of each claim or series of claims arising from the same original cause. The amount in respect of section of cover ‘c’ property and landlord and tenant disputes if you exercise your freedom to choose your representative as described under Claims Condition: Legal expenses is £1,000.

- £100,000 in respect of section of cover ‘d’ criminal defence. This amount is inclusive of and not in addition to the limit.

We will not pay the excess this must be paid by you. The excess applies to your costs and expenses in respect of each claim or series of claims arising from the same original cause. The amount in respect of section of cover ‘d’ criminal defence if you exercise your freedom to choose your representative as described under Claims Condition: Legal expenses is £1,000. However, the most we will pay under section of cover ‘d1’ interview under caution is £2,500.

- £100,000 in respect of section of cover ‘e’ tax protection. This amount is inclusive of and not in addition to the limit.

We will not pay the excess this must be paid by you. The excess applies to your costs and expenses in respect of each claim or series of claims arising from the same original cause. The amount in respect of section of cover ‘e’ tax protection if you use our choice of representative is £1,000. However, the most we will pay under section of cover ‘e4’, current year tax enquiry, is £1,000.

- £100,000 in respect of section of cover ‘f’ regulatory compliance. This amount is inclusive of and not in addition to the limit.

We will not pay the excess this must be paid by you. The excess applies to your costs and expenses or...
compensation in respect of each claim or series of claims arising from the same original cause. The amount in respect of section of cover 'f' regulatory compliance if you exercise your freedom to choose your representative as described under Claims Condition: Legal expenses is £1,000.

£1,000 in respect of section of cover 'g' court attendance costs. This amount is inclusive of and not in addition to the limit.

£100,000 in respect of section of cover ‘h’ employee extra protection. This amount is inclusive of and not in addition to the limit.
We will not pay the excess this must be paid by you. The excess applies to your costs and expenses in respect of each claim or series of claims arising from the same original cause. The amount in respect of section of cover ‘h’ employee extra protection if you exercise your freedom to choose your representative as described under Claims Condition: Legal expenses is £1,000.

£100,000 in respect of section of cover ‘i’ restrictive covenant. This amount is inclusive of and not in addition to the limit.
We will not pay the excess this must be paid by you. The excess applies to your costs and expenses in respect of each claim or series of claims arising from the same original cause. The amount in respect of section of cover ‘i’ restrictive covenant if you exercise your freedom to choose your representative as described under Claims Condition: Legal expenses is £1,000.

£5,000 in respect of section of cover ‘j’ negotiation. This amount is inclusive of and not in addition to the limit.

£100,000 in respect of section of cover ‘k’ contract for goods and services disputes. This amount is inclusive of and not in addition to the limit.
We will not pay the excess this must be paid by you. The excess applies to your costs and expenses in respect of each claim or series of claims arising from the same original cause. The amount in respect of section of cover ‘k’ contract for goods and services disputes is

- £2,000 if you exercise your freedom to choose your representative as described under Claims Condition: Legal expenses, or
- £500 if you use our choice of representative.

The most we will pay in the period of insurance shown in the policy schedule for

- all costs and expenses
- all compensation
- all reimbursement
- all attendance costs

is the limit

What is not covered (exclusions)

1 Fines and penalties

We will not pay you for any

- fine or penalty
- tax, duty, interest or penalty imposed by HM Revenue and Customs

2 Radioactive contaminations and sonic bangs etc.

We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
• the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
• pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

and in Northern Ireland and the Republic of Ireland only
• riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

3 War risks and terrorism

We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from
• war and/or terrorism
• any action taken in controlling, preventing or suppressing war and/or terrorism
• any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
• contamination due to terrorism

If we allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon you and/or the officer.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4 Mould

We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from mould or a mould event.

5 Other insurance

We will not pay you where you have a right to payment under any other insurance.

However, if you have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by us then the amount that we will pay under this insurance will be reduced by the amount that we pay under the other insurance.

6 Legal action

We will not pay you

• where the claim is brought in a court of law outside England, Scotland, Wales or Northern Ireland,
  and/or
• where action for damages is brought in a court within England, Scotland, Wales or Northern Ireland,

to enforce a foreign judgment.

7 Deliberate acts
We will not pay you in respect of any claim that results from your willful, reckless or unintentional disregard for your actions and their consequences or your errors, omissions or intentional wrongdoing.

9 Circumstances known at inception

If you knew or ought to have known of any circumstances that existed prior to the date that this section of cover started then we will not pay you any costs and expenses that arise from such circumstances.

10 Injury, property damage, professional duty to third parties

We will not cover any claim involving the defence of

- injury to any person
- loss, damage, destruction or loss of use of property.
- any breach of any professional duty owed to a third party.

16 Financial interest

We will not pay you for any disputes or legal proceedings between

- any parent company, ultimate holding company or subsidiary company, or
- any person or entity having a financial, executive or controlling interest in your operation, or
- any company or entity in which you or any director, member or partner of yours has a financial, executive or controlling interest
- your representative, any party involved in arranging this section of cover, or us

17 Legal aid

We will not cover any dispute or legal proceedings which, in the absence of this section of cover (legal expenses), you would be entitled to payment under a legal aid certificate or representation order.

18 Intellectual property rights and Judicial Review

We will not pay you for any disputes or legal proceedings involving or arising out of

- breach of confidentiality (other than under section of cover ‘legal expenses ,i, restrictive covenant’)
- passing off
- defamation or malicious falsehood
- the ownership or existence of any kind of intellectual property rights (other than under section of cover ‘legal expenses ,i, restrictive covenant’)
- judicial review

19 Costs
We will not pay you any amount which you would have been obliged to pay in the absence of a dispute.

20 Value Added Tax

We will not pay you the value added tax (VAT) proportion of your claim if you are VAT registered.

21 Property and landlord and tenant disputes

Under section of cover (legal expenses, c, property and landlord and tenant disputes)

We will not pay you to defend or pursue your claim if there is a dispute over a contract which is not a tenancy, licence or leasehold agreement.

We will not pay you to defend or pursue your claim if the dispute will not lead you to suffer a financial loss or the value of your property will not fall in value.

We will not pay you to defend or pursue your claim if you haven’t claimed under your buildings, contents or business interruption insurance policy covering the property if damage or nuisance has affected your property.

We will not pay you to defend or pursue your claim if there is a dispute regarding planning, building regulations or decisions or compulsory purchase orders or any actual planned or proposed works by or under the order of any statutory body.

We will not pay you to defend or pursue your claim if there is a dispute in connection with the negotiation or renewal of a tenancy or leasehold agreement or purchase or property.

We will not pay you to defend or pursue your claim if you have failed to maintain buildings or contents insurance which is suitable for your needs.

We will not pay you to defend or pursue your claim if it is alleged that you are responsible for damage caused by seepage, pollution or contamination of any kind.

22 Tax protection

Under section of cover (legal expenses, e, tax protection)

We will not cover claims if we believe there is not a reasonable prospect of reducing the liabilities alleged by HM Revenue and Customs.

We will not cover claims when tax returns are late.

We will not cover claims where you have not notified chargeability to tax within the time limits.

We will not cover claims involving tax returns where wholly provisional figures are used.

We will not cover claims where is an allegation of fraud or an investigation by

- HM Revenue and Custom’s Fraud Investigation Service,
- HM Revenue and Custom’s Counter Avoidance Office, or
- the defence of a criminal prosecution

We will not cover claims involving a dispute or enquiry relating to the National Minimum Wage or Living Wage.

We will not cover claims involving an allegation of tax avoidance.

23 Contract for goods and services disputes

Under section of cover (legal expenses, k, contract for goods and services disputes)
We will not pay you to defend or pursue a claim involving an amount of less than £1,000.

We will not pay you to defend or pursue a claim involving an employment wrongful act.

We will not pay you to defend or pursue a claim involving:
- the ownership, occupation or use of any land or building
- the tenancy or letting of property

We will not pay you to defend or pursue a claim involving the provision of:
- hire purchase,
- credit agreements,
- insurance, or
- financial securities of any kind, or
- franchise contracts

We will not pay you to defend or pursue a claim involving guarantees of any kind.

We will not pay you to defend or pursue a claim involving a contract which has been assigned or novated to you by someone else or which you have entered into via an agent.

We will not pay you to defend or pursue a claim involving an undisputed debt. However, we will pay you where the debt is no fewer than 90 days overdue and you have requested full payment in writing no fewer than three times in the three consecutive calendar months since the debt first became due.

24 Alteration

We will not make any payment under this policy, if after the start of the period of insurance shown in the policy schedule, there is any alteration which results in:
- a change in ownership of your business
- your business is involved in a merger or acquires another business
- your business changes

unless we have been notified of and agree to the alteration.

Conditions that apply to this section of cover

1 Prospects of success

We will make our decision on whether to cover your claim based on a legal opinion from your representative (and any professional advice we regard necessary) on whether your claim has at least a 51% chance of:

- successfully pursuing your case and securing a legal and/or financial remedy
- not being found liable in a civil (rather than criminal) case against you
• being found not guilty in the defence of a criminal prosecution
• securing a significant reduction of your punishment or fine if pleading guilty in a criminal prosecution
• successfully appealing the decision of the relevant authority
• your not being suspended and of your retaining your registration or accreditation

If there is 50% or less chance of the above we will not provide cover.

2 Use of representatives

In all cases your representative will be appointed in your name and on your behalf.

We will choose a representative to act on your behalf other than at the point of an inquiry or legal proceedings where you will have freedom to choose your representative subject to us approving your choice.

You will also have freedom to choose your representative if there is a legal conflict of interest between you and us subject to us approving your choice.

When selecting your representative, you must have regard to your duty to minimise the cost of any claim.

The name and address of your chosen representative must be notified to us in writing. We will accept your choice if:

• we are satisfied that your chosen representative will co-operate with us and enable you to comply with the terms and conditions of your policy
• the representative has the necessary experience to deal with the dispute
• the representative’s charging rates are fair and reasonable in regard to the dispute

A dispute arising from your choice of representative may be referred to arbitration in accordance with Important information – How to make a complaint.

You must not enter into any agreement with your representative as to the basis of calculation of costs and expenses without our written consent.

If in any claim your representative wishes to instruct counsel or an expert the following must be submitted to us for our approval:

• the expert’s or counsel’s name
• details of their expertise
• charging rates and estimated cost
• an explanation of the need for such instruction

3 Employment disputes

Under section of cover (legal expenses,a, employment disputes) You must either

• consult and follow the advice of the Markel legal helpline, or

in the following circumstances
before disciplining, suspending, dismissing, starting a retirement or redundancy process or making or proposing to make unfavourable changes to the terms of an employee's contract of employment
- when you are notified of a grievance, a complaint of discrimination (such as sex, race, religion etc.) or an appeal from an employee against action you have taken against them
- when an employee resigns or walks out after expressing verbal or written dissatisfaction

Or

- comply with the ACAS (Advisory, Conciliation and Arbitration Service) code of Practice if applicable

If you fail to do this your claim may not be covered or the amount we pay you may be reduced.

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Benefit scheme means any

- superannuation or pension scheme, programme or plan
- profit sharing, share option or share purchase scheme
- health and welfare or other employee benefit plan or trust established or conducted for the benefit of any employee and their families and dependants

Compensation means

- in respect of section of cover 'b' employment compensation awards the basic and compensatory awards for unfair dismissal and unlawful discrimination
- in respect of section of cover 'e' data protection compensation the amount you have been ordered to pay under the Data Protection Act 2018 (Articles 168 and 169) and the General Data Protection Regulation (Section 82)

Construction Contract means a contract as defined by Section 104 and 105 of the Housing Grants, Construction and Regeneration Act 1996. For the purposes of this section of cover (legal expenses) this is extended to include contracts with residential occupiers including

- painting or decorating surfaces of a building,
- construction,
- alteration,
- repair,
- maintenance of buildings,
- installation in a building of heating, lighting or electrical systems.

Costs and expenses means
the legal or professional costs (including any disbursements such as counsel’s or expert’s fees) reasonably charged to you by your representative (provided that we have agreed with you in writing that you may incur these costs and expenses)

the legal costs incurred in civil proceedings by the party you are in dispute with that a court or tribunal orders you to pay (provided that we have agreed with you in writing that you may incur these costs and expenses), or that you, agree to pay under the terms of a settlement.

but does not include any costs you are responsible for paying under the terms of a contract.

**Employee** means any person under a contract of service with you in connection with your business

**Employment wrongful act** means any actual or alleged act or omission that results in a dispute in connection with the employment of an employee, former employee or prospective employee, committed or allegedly committed by you.

**Excess** means the first amount of a claim for which you are responsible.

**Limit** means £1,000,000

**Markel legal helpline** means legal helpline specialist services provided by us or on our behalf

**Property** means the land (including walls) or buildings owned or occupied by you for which you are legally responsible

**Reasonable prospects of success** means we will make our decision on whether to cover your claim based on a legal opinion from your representative (and any professional advice we regard necessary) on whether your claim has at least a 51% chance of:

- successfully pursuing your case and securing a legal and/or financial remedy
- not being found liable in a civil case (i.e. not an enquiry, investigation or a criminal case) against you
- an acquittal in the defence of a criminal prosecution
- securing a significant reduction of your punishment or fine in a criminal prosecution
- successfully appealing the decision of the relevant authority under sections of cover (Legal expenses, regulatory compliance - abatement notice appeals, regulatory compliance - licence appeals or, j transport disputes)
- you not being suspended and of you retaining your registration or accreditation under section of cover (Legal expenses, regulatory compliance – disciplinary hearings)

If there is 50% or less chance of the above we will not provide cover.

**Representative** means a

- solicitor,
- barrister,
- accountant, or
- other appropriately qualified person

appointed to act for you and who agrees to comply with the terms of this policy, but does not include a natural person who is employed by you.

**We/ Our/ Us** means Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance, 20 Fenchurch Street, London EC3M 3AZ. Claims will be handled by Markel Protection Limited which is a separate legal
entity to Markel International Insurance Company Limited.

**You/ Your/ Yours** means

- the person or persons, and/or
- the firm
- the limited liability partnership, and/or
- the trust, and/or
- the company

named as the policyholder in the policy schedule

In addition, if **you** request **us** to, **we** will pay under sections of cover (legal expenses, d, criminal defence) or (legal expenses, h, employee extra protection) or (legal expenses, f3, licence appeals) **your employee**, or a director or a partner of **your business**.

However, under section of cover (legal expenses, d, criminal defence) **we will** only pay **your employee** or a director or a partner of **your business** if the same **representative** acts for all parties.

**Legal helpline (including employment matters)**

This provides access to a dedicated team of specialist solicitors for guidance and support on legal matters relating to **your** business activities, including health and safety, starting up a business, legal structures, client contracts and more.

**Employment matters**

The legal helpline is also available in the event of any situation relating to a wide range of employment law disputes, such as:

- disciplinary and grievance procedures
- recruitment and dismissals
- unlawful discrimination, including disputes concerning equality of terms
- redundancy
- TUPE (it is a condition of the legal expenses section of cover that the legal helpline must be used whenever TUPE issues occur)

**How to access the legal helpline**

**Telephone:** 0333 2342 046 (available 24 hours a day, seven days a week)

**Information required:**

- policyholder name
- policy number
- contact details
- brief details as to the nature of the problem or the advice being sought.