

STA Individual Members Liability



Insurance Cover

Set out below is a summary of the cover provided to individual members of the Swimming Teacher's Association. This document is for guidance only and does not form part of the insurance contract and is separate to the cover required for swimming clubs and schools.

Who is Covered?

- Any paid-up member normally residing in UK, Falkland Islands and British Forces overseas bases acting in an individual capacity whilst engaged in an activity of the Swimming Teacher's Association.

Qualifying Criteria

- Members must be teaching or acting within their STA approved qualifications; approved qualifications include those issued by other organisations that have been approved by the STA.

Cover Provided

- Public Liability with a limit of indemnity of £10 million for any one claim, provided by Allianz Insurance plc under policy number 32/52/24805724/06.
- Cover includes member to member liability.
- Professional Indemnity Insurance with a limit of indemnity of £1 million provided by Allianz Insurance plc under policy number 32/52/24805724/06.

Approved Activities

- Teaching and/or swimming and its associated skills (including land based conditioning to aid swim coaching).
- Teaching or acting as a life saver or lifeguard.
- Teaching or acting as a first aider (including defibrillation).
- Teaching water exercise or therapy.
- The provision and delivery of courses relating to pool plant operation.
- The provision and delivery of courses relating to manual handling.
- Educational courses relating to sports and recreation, health & safety and first aid.
- Open water coaching qualification.
- Internal and External quality assurance monitoring (IQA) and the training of monitors to enable IQA.
- Mermaid swimming under the qualification of UK Mermaids Ltd and FIN2FIT Ltd.

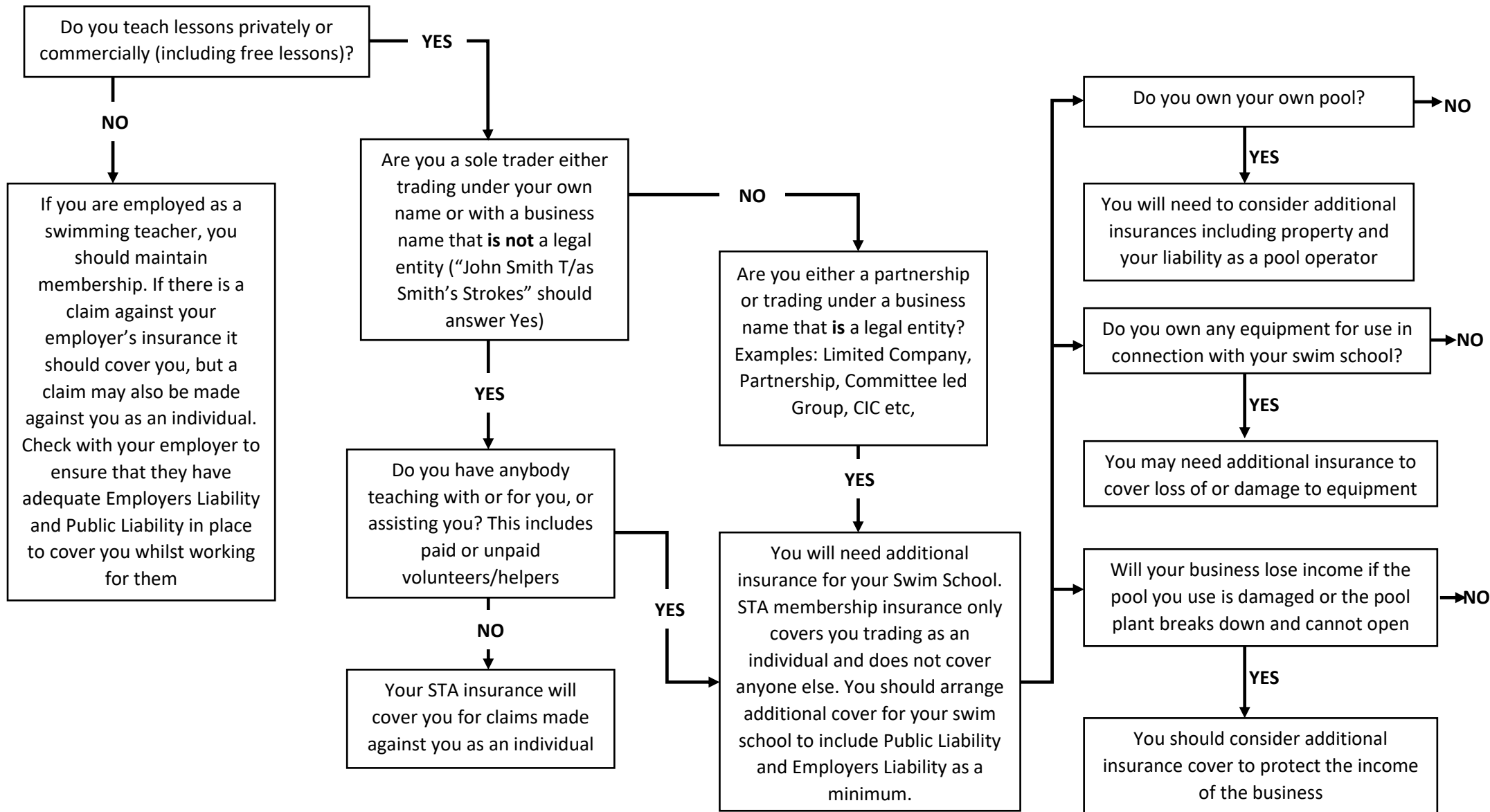
Geographical Limits

- Cover applies to members normally residing in UK, Falkland Islands and British Forces overseas bases in respect of claims made against individual members from work undertaken within England, Wales, Scotland, Northern Ireland, Falkland Islands and British Forces, or during any temporary visit anywhere in the world (other than the USA or Canada).

Important Notes and Exclusions

- Cover does not apply to swimming clubs or schools. All swimming clubs and schools irrespective of their profit status or whether or not they employ staff should obtain additional cover for their school. – please see flow chart on the following page.
- The policy only covers claims made during a current period of STA membership and when the policy is in force. Any claim submitted where either membership or the policy of insurance has expired will not be met.
- Any incident that may give rise to a claim under the policy must be notified to the insurers immediately as failure to do so can invalidate your insurance cover.
- Activities must be confined to those listed above and insurers will need to satisfy themselves that the member was only engaged in an approved activity.

Do you need swim school insurance?



This information is provided by Ault Insurance Brokers and

Introduction

Thank you for choosing Allianz Insurance plc.

We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs, we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

Important

Should you need further details or have any questions, your insurance adviser will be delighted to help.

This document provides details of your Policy and the terms and conditions that apply. Please read it carefully and keep it in a safe place.

Your Commercial Select Policy is made up of several parts which must be read together as they form your contract of insurance with Allianz Insurance plc. Please take time to read all parts of the Policy to make sure they meet your needs and that you understand the terms, conditions and exclusions. If you wish to change anything or there is anything you do not understand, please let your insurance adviser know.

The parts of the Policy which form your contract of insurance with Allianz Insurance plc are:

- this Introduction
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions; the Insuring Clause; the General Exclusions and General Conditions, all of which apply to all Sections of the Policy (other than the Directors and Officers Liability, Cyber or Professional Indemnity Sections)
- the Sections of cover selected by you (as shown on the Schedule) excluding any Section covering Directors and Officers Liability, Cyber or Professional Indemnity
- the Exclusions and Conditions which apply to the Sections selected by you excluding any Section covering Directors and Officers Liability, Cyber or Professional Indemnity
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

If you have taken out Directors and Officers Liability, Cyber and/or Professional Indemnity cover, each of those covers forms a separate contract of insurance between you and Allianz Insurance plc.

The parts of the Policy which form this separate contract or contracts of insurance with Allianz Insurance plc are:

- this Introduction (other than that part entitled 'Notifying a Claim')
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions in so far as they are consistent with the definitions applied in the Directors and Officers Liability, Cyber or Professional Indemnity Sections
- the Insuring Clause
- the Directors and Officers Liability, Cyber or Professional Indemnity Section of cover selected by you (as shown on the Schedule)
- the Exclusions and Conditions which apply to the Directors and Officers Liability, Cyber or Professional Indemnity Section of cover selected by you
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

Any word or expression in the Policy which has a specific meaning has the same meaning wherever it appears in the Policy, unless stated otherwise.

For ease of reference you will be given only one Policy number even if you have taken out Directors and Officers Liability, Cyber and/or Professional Indemnity cover.

Allianz Insurance plc. Registered in England number 84638 Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.
Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 121849.

Policy Definitions

The following definitions apply to this Policy, unless amended by Section Definitions, and are denoted by bold text throughout this Policy.

Policy

The contract of insurance formed of the documents described in the Introduction. Where cover is provided under the Directors and Officers Liability and/or Professional Indemnity **Sections**, **the Insured** has more than one contract of insurance and the definition of "the **Policy**" should be construed accordingly

Section/Sections

The parts of this **Policy** that detail the insurance cover provided for each individual **Section** of this **Policy**

Schedule

The part of this **Policy** that details information forming part of this contract of insurance and that shows the **Sections** of this **Policy** that are operative

The Insurer

Allianz Insurance plc

The Insured

The Insured named and shown in the **Schedule**

Period of Insurance

The period from the Effective Date to the Renewal Date as shown in the **Schedule**

Business

The Business Description stated in the **Schedule**

Premises

The Premises stated in the **Schedule**

Sum Insured

The maximum amount **the Insurer** will pay for each item insured under any **Section**

Total Sum Insured

The total of the **Sums Insured** for each item payable by **the Insurer** under any **Section**

Excess *(not applicable to the Employers' Liability Section)*

The first part of each and every claim, for which **the Insured** is responsible

United Kingdom

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

Insuring Clause

In consideration of payment of the premium **the Insurer** will indemnify or otherwise compensate **the Insured** against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this **Policy** or any **Section** of this **Policy**) occurring or arising in connection with the **Business** during the **Period of Insurance** or any subsequent period for which **the Insurer** agrees to accept a renewal premium.

For Allianz Insurance plc

A handwritten signature in black ink, appearing to read 'Jonathan Dye', with a stylized flourish at the end.

Jonathan Dye
Chief Executive

General Exclusions

This Policy does not cover

1. Radioactive Contamination *(Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Fidelity Insurance, Cyber and Directors and Officers Sections)*

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- c. any weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Exclusions a. and b. do not apply to the Employers' Liability Section other than in respect of

- i. the liability of any principal
- ii. liability assumed by the Insured under a contract or agreement which would not have attached in the absence of such contract or agreement.

Exclusions c. and d. do not apply to the Employers' Liability, Public Liability, Public and Products Liability, Personal Accident and Business Travel Sections.

2. War *(Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Employers' Liability, Personal Accident, Business Travel, Terrorism, Fidelity Guarantee, Cyber and Directors and Officers Sections)*

Loss, destruction, damage, death, injury, disablement or liability or any consequential loss occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3. Terrorism *(Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Employers' Liability, Public Liability, Products Liability, Environmental Impairment Liability, Directors and Officers, Personal Accident, Business Travel, Cyber or Terrorism [when insured as a separate section] Sections)*

- a. in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987:
 - loss or destruction or damage or consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
 - i. any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
 - ii. any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

In respect of a. above an Act of Terrorism (Terrorism) means:-

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

- b. in respect of territories other than those stated in a. above
 - loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
 - i. any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
 - ii. any action taken in controlling, preventing or suppressing any act of Terrorism, or in any way related to such act of Terrorism

In respect of b. above an act of Terrorism (Terrorism) means:-

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear

In any action suit or other proceedings where **the Insurer** alleges that by reason of this exclusion any loss or destruction or damage or any consequential loss is not covered the burden of proving to the contrary shall be upon **the Insured**.

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

4. **Cyber Event** (*Not applicable to Terrorism, Employers' Liability, Public Liability, Products Liability, Aviation Products Liability, Professional Indemnity, Computer, Engineering Machinery Damage, Engineering - Business Interruption, Directors and Officers, Cyber, Accident, Business Travel or Commercial Legal Expenses Sections*)

- a. Damage to, loss, destruction, distortion, erasure, corruption, alteration, theft or other dishonest, criminal, fraudulent or unauthorised manipulation of Electronic and digital data from any cause whatsoever (including, but not limited, to Computer attack) or loss of use, reduction in functionality, loss, cost, expense and/or fee of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage.
- b. However, in the event that an insured event excluding riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or civil commotion or malicious persons results from any of the matters described in a. above, this Policy, subject to all its terms, provisions, conditions, exclusions and limitations, will cover a direct physical damage and/or a consequential loss therefrom occurring during the Policy period to property insured by this Policy directly caused by such insured event to the extent covered and not otherwise excluded under this Policy.

For the purposes of this Exclusion

Electronic and digital data means data of any kind including, but not limited to, facts, concepts, or other information in a form useable by computers or other electronic or electromagnetic data processing equipment. Electronic and digital data shall also include computer software and all other coded instructions for the processing or manipulation of data on any equipment.

Computer attack means any malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the computer system or network of whatsoever nature.

5. Contagious and Infectious Disease *(Not applicable to Employers Liability, Public / Products Liability, Directors and Officers, Personal Accident, Business Travel, Computer, Engineering Machinery Damage, Engineering - Business Interruption, Legal Expenses and Terrorism Sections)*

Loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- a. a **Contagious or Infectious Disease**;
- b. the fear or threat (whether actual or perceived) of a **Contagious or Infectious Disease**;
- c. the presence or suspected presence of **Pathogens** at, in or on the premises or property of any person or entity; or
- d. any action taken or advice given (whether or not by a competent authority) to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a **Contagious or Infectious Disease** or any **Pathogens**,

irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

But this exclusion will not apply to **Physical Damage** to property insured under the **Policy** and any business interruption directly resulting from such **Physical Damage**, where such **Physical Damage** itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal or theft.

For the purposes of this exclusion:

Loss includes, but is not limited to financial and business interruption loss, loss of value, marketability or use of property, fines and penalties. Cost or expense includes, but is not limited to any cost to:

- i. clean-up, detoxify, decontaminate, or remove **Pathogens** from any property where the property is or is feared to have been affected by **Pathogens** or a **Contagious or Infectious Disease**;
- ii. monitor or test for **Pathogens** or a **Contagious or Infectious Disease**; or
- iii. provide medical treatment for persons affected by a **Contagious or Infectious Disease**

Physical Damage means physical loss, damage or destruction. For the avoidance of any doubt, the presence of any **Pathogen** on property or contamination of property by any **Pathogen** does not constitute **Physical Damage**;

Malicious persons do not include persons who maliciously, deliberately or recklessly:

- i. cause **Pathogens** to come into contact with the premises or property of any person or entity; or
- ii. cause or attempt to cause another person or persons to contract a **Contagious or Infectious Disease** and, in or by so doing, cause **Pathogens** to come into contact with the premises or property of any person or entity.

Contagious or Infectious Disease means

Any disease, illness or condition affecting humans or animals which is caused by or can be transmitted by means of any **Pathogen**, where the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms (including from one human to another, one animal to another, from an animal to a human or vice versa, or through contaminated water, faeces or food).

Pathogen means

Any pathogen, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a **Contagious or Infectious Disease**.

General Conditions

1. Fair Presentation of the Risk

(Not applicable to the Directors and Officers Liability, Cyber and Professional Indemnity Sections)

- a. **The Insured** must make a fair presentation of the risk to **the Insurer** at inception, renewal and variation of the **Policy**.
- b. **The Insurer** may avoid the **Policy** and refuse to pay any claims where any failure to make a fair presentation is:
 - i. deliberate or reckless; or
 - ii. of such other nature that, if **the Insured** had made a fair presentation, **the Insurer** would not have issued the **Policy**.

The Insurer will return the premium paid by **the Insured** unless the failure to make a fair presentation is deliberate or reckless.

- c. If **the Insurer** would have issued the **Policy** on different terms had **the Insured** made a fair presentation, **the Insurer** will not avoid the **Policy** (except where the failure is deliberate or reckless) but **the Insurer** may instead:
 - i. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had **the Insured** made a fair presentation; and/or
 - ii. treat the **Policy** as if it had included such additional terms (other than those requiring payment of premium) as **the Insurer** would have imposed had **the Insured** made a fair presentation.

For the purposes of this condition references to:

- a. avoiding a **Policy** means treating the **Policy** as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the **Policy**), the renewal date (where the failure occurs at renewal of the **Policy**), or the variation date (where the failure occurs when the **Policy** is varied);
- b. refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- c. issuing a **Policy** should be treated as references to issuing the **Policy** at inception, renewing or varying the **Policy** as the context requires;
- d. premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance).

2. Reasonable Precautions (Not applicable to the Directors and Officers Liability Section)

The Insured shall take all reasonable precautions to prevent accidents and any injury, loss, destruction or damage and shall take all reasonable steps to observe and comply with statutory or local authority laws, obligations and requirements.

3. **Claims** (Not applicable to the Directors and Officers Liability, Cyber or Environmental Impairment Liability Section)

Note that in addition to the General Claims Condition, Special or Additional Claims Conditions also apply to the individual Sections of the Policy. Please refer to each individual Section for details.

The Insured shall in the event of any injury, loss, destruction, damage or consequential loss as a result of which a claim is or may be made under this **Policy** or any **Section** of it, and again upon receipt by **the Insured** in writing of any notice of any claim or legal proceeding,

- a. notify **the Insurer** as soon as reasonably possible
- b. pass immediately, and unacknowledged, any letter of claim to **the Insurer**
- c. notify **the Insurer** immediately upon being advised of any prosecution, inquest or enquiry connected with any injury, loss, destruction, damage or consequential loss which may form the subject of a claim under this **Policy**
- d. notify the police as soon as it becomes evident that any loss, destruction or damage has been caused by theft or malicious persons
- e. carry out and permit to be taken any action which may be reasonably practicable to prevent further loss, destruction, damage or consequential loss
- f. retain unaltered and unrepaired anything in any way connected with the injury, loss, destruction, damage or consequential loss for as long as **the Insurer** may reasonably require
- g. furnish with all reasonable despatch at **the Insured's** expense such further particulars and information as **the Insurer** may reasonably require
- h. make available at **the Insured's** expense any documents required by **the Insurer** with regard to any letter of claim
- i. not pay or offer or agree to pay any money or make any admission of liability without the previous consent of **the Insurer**
- j. allow **the Insurer** in the name of and on behalf of **the Insured** to take over and, during such periods as **the Insurer** thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and co-operate fully with **the Insurer** for that purpose.

No claim under this **Policy** shall be payable unless the terms of this General Condition have been complied with and any payment on account of a claim already made shall be repaid to **the Insurer**.

4. **Cancellation** (Not applicable to the Directors and Officers Liability or Cyber Sections)

Other than where General Condition 5 **Fraud** applies **the Insurer** may cancel this **Policy** by giving **the Insured** thirty (30) days' notice at their last known address. Provided the premium has been paid in full and no claim has been made during the **Period of Insurance**, **the Insured** shall be entitled to a proportionate rebate of premium in respect of the unexpired period of the insurance.

If the premium for this **Policy** is paid by instalments and in the event that **the Insured** fails to pay one or more instalments whether in full or in part **the Insurer** may cancel the **Policy** by giving fourteen (14) days notice in writing to **the Insured** sent to their last known address.

5. **Fraud** (Not applicable to the Directors and Officers Liability, Cyber and Professional Indemnity Sections)

If **the Insured** or anyone acting on **the Insured's** behalf:

- a. makes any false or fraudulent claim;
- b. makes any exaggerated claim;
- c. supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine);
- d. makes a claim for loss or damage which **the Insured** or anyone acting on **the Insured's** behalf deliberately caused,

the Insurer will:

- i. refuse to pay the whole of the claim; and
- ii. recover from **the Insured** any sums that it has already paid in respect of the claim.

The Insurer may also notify **the Insured** that it will be treating the **Policy** as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses a. - d. above. In that event, **the Insured** will:

- a. have no cover under the **Policy** from the date of the termination; and
- b. not be entitled to any refund of premium.

6. **Discharge of Liability**

(not applicable to the Directors and Officers Liability, Commercial Legal Expenses, Cyber or Professional Indemnity Sections, or (except in respect of Personal Liability Cover if insured by such Section) to the Business Travel Section)

The Insurer may at any time pay to **the Insured** in connection with any claim or series of claims

A the Limit of Indemnity

or

B the **Sum Insured**

or

C a lesser amount for which such claim or claims can be settled after deduction of any sums already paid.

Upon such payment **the Insurer** shall relinquish the conduct and control of and be under no further liability in respect of such claim or claims except for costs and expenses which **the Insurer** have already agreed to bear incurred prior to the date of such payment.

7. **Loss Reduction Conditions**

If **the Insured** does not comply with any part of any condition which makes payment of a claim conditional upon compliance with it (a condition precedent), **the Insurer** will not pay for any claim, except that where the condition concerned:

- a. operates only in connection with particular premises or locations, **the Insurer** will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition;
- b. operates only at particular times, **the Insurer** will pay for any claim where **the Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred;
- c. would, if complied with, tend to reduce particular types of injury, loss, damage or, as the context may require liability, **the Insurer** will pay for any claim where **the Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred.

8. **Law Applicable and Jurisdiction** (Not applicable to the Directors and Officers Liability or Cyber Sections)

Unless agreed otherwise by **the Insurer**:

- a. the language of the Policy and all communications relating to it will be English; and,
- b. all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

9. **Rights of Parties** (Not applicable to the Directors and Officers Liability Section)

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation 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 such Act.

10. Assignment (Not applicable to the Directors and Officers Liability or Cyber Sections)

The Insured shall not assign any of the rights or benefits under this **Policy** or any **Section** of this **Policy** without the prior written consent of **the Insurer**.

The Insurer will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this **Policy** or any **Section** of this **Policy**.

11. Survey and Risk Improvement - Subjectivity Condition (Not applicable to the Directors and Officers Liability or Cyber Sections)

Subject to Survey

If this **Policy** has been issued or renewed subject to **the Insurer** completing a survey or surveys of the **Premises** or of any other location(s) as specified by **the Insurer**, then pending completion of such survey(s) indemnity is provided by **the Insurer** on the terms, conditions, exclusions and limits as specified in the **Policy** and in the **Sections** of the **Policy**

In the event that a survey should show that the risk or any part of it is not satisfactory in the opinion of **the Insurer**, then **the Insurer** reserves the right to

- a. alter the premium or terms and conditions
- b. exercise their right to cancel the **Policy**
- c. leave the premium or terms and conditions unaltered

The Insurer will advise **the Insured** of their decision and the effective date of such decision. If the premium terms or conditions are amended by **the Insurer** then **the Insured** will have fourteen (14) days to accept or reject the revised basis of indemnity

If **the Insured** elect to reject the revised basis of premium, terms or conditions then they shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

If **the Insurer** exercises their right to cancel the **Policy**, then **the Insured** shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**.

Risk Improvements

It is a precedent to the liability of **the Insurer** that **the Insured** must comply with all survey risk improvements required by **the Insurer** within completion time scales specified by **the Insurer**

In the event that a risk improvement is not completed, or risk improvement procedures are not introduced, within the completion time scales specified by **the Insurer**, then **the Insurer** reserves the right to

- a. alter the premium or terms and conditions
- b. exercise their right to cancel the **Policy**
- c. leave the premium or terms and conditions unaltered

The Insurer will advise **the Insured** of their decision which will be effective either from the expiry of any time period specified by **the Insurer** for completion/introduction of the required survey risk improvements, or any other period specified by **the Insurer**

If the premium, terms or conditions are amended by **the Insurer** then **the Insured** will have fourteen (14) days to accept or reject the revised basis of indemnity

If **the Insured** elect to reject the revised basis of premium, terms or conditions then they shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

If **the Insurer** exercises their right to cancel the **Policy**, then **the Insured** shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

To the extent that this Condition conflicts with any other cancellation condition then this Condition shall prevail.

Except in so far as they are expressly varied by this Condition all of the terms, conditions, exclusions and limits of this **Policy** and of the **Sections** of the **Policy** shall continue to apply until advised otherwise by **the Insurer**.

Complaints

Our aim is to get it right, first time every time. If you have a complaint we will try to resolve it straight away but if we are unable to we will confirm we have received your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If you have a complaint, please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager
Allianz Insurance plc
57 Ladymead
Guildford
Surrey
GU1 1DB

Telephone number: 01483 552438
Fax Number: 01483 790538
Email: accscsm@allianz.co.uk

You have the right to refer your complaint to the Financial Ombudsman, free of charge - but you must do so within six months of the date of the final response letter.

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk
Telephone: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

Using our complaints procedure or contacting the FOS does not affect your legal rights.

Financial Services Compensation Scheme

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

The Insured may be entitled to compensation from the FSCS if **the Insurer** is unable to meet its liabilities. Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

Privacy Notice: How We Use Personal Information

Introduction

This notice explains how we collect, use and store personal information. Your privacy and personal information are important to us and we are committed to keeping it protected. We've tried to make this notice as clear and transparent as possible, so you are confident about how we use your information. As data controller, we are responsible for decisions about how your information will be processed and managed. You will also find details below regarding your rights under data protection laws and how to contact us.

1. Who we are and whose personal information we collect

When we refer to "we", "us" and "our" in this notice it means Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy. When we say "you" and "your" and "individuals" in this notice, we mean anyone whose personal information we may collect, including:

- anyone seeking an insurance quote from us or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses
- anyone who has a business relationship or transacts business with us or provides us with a service, such as brokers, intermediaries and animal breeders.

2. How we use personal information

We use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims and carry out engineering inspections to fulfil our contract
- to administer third party claims, deal with complaints and prevent financial crime to meet our legal obligations
- to manage our business, conduct market research and manage our relationships with business partners to meet the legitimate needs of our business
- to send marketing information about our products and services if we have received your specific consent.

There is no obligation to provide us with personal information, but we cannot provide our products and services without it.

Anyone whose personal information we hold has the right to object to us using it.

They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to. Further details can be found below.

3. Marketing

We use an individual's personal information to market products and services to them.

Our marketing activities may include:

- providing information about products and services by telephone, post, email and SMS; we will either do this ourselves or use third party partners to do it for us
- working with selected partners to display relevant online advertisements, and to our other customers, on third party websites and social media platforms. To do this, we may provide our partners with an individual's personal information in an encrypted format, which they use only to identify the appropriate audiences for our advertisements. We ensure that our partners delete this information once the advertisement audiences have been identified, and do not use the information for their own purposes.

If you do not wish to receive marketing information about our products and services you can tell us at any time by using the contact details found in Section 10: Know your Rights.

4. Automated decision making, including profiling

We may use automated decision making, including profiling, to assess insurance risks, detect fraud, and administer your policy. This helps us decide whether to offer insurance, determine prices and validate claims.

Anyone subject to an automated decision has the right to object to it. To do so please contact us using the details in Section 10: Know Your Rights and we will review the decision.

5. The personal information we collect

The information we collect will depend on our relationship with you. We collect the following types of personal information so we can complete the activities in Section 2: How We Use Personal Information:

- basic personal details such as name, age, contact details and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type
- financial details such as direct debit or payment card information
- photographs and/or video, including surveillance to help us manage policies and assess claims
- tracking and location information if it is relevant to the insurance policy or claim
- identification checks and background insurance risk details including previous claims information
- information relating to the use of our websites via the use of cookies
- accessibility details if we need to make reasonable adjustments to help
- business activities such as goods and services offered.

In certain circumstances, we may request and/or receive special category or sensitive information about you. We would only collect this information if it is relevant to the insurance policy or claim or where it is necessary for a legal obligation:

- your current or former physical or mental health
- criminal offences, including alleged offences, criminal proceedings, outcomes and sentences
- (previous criminal convictions, bankruptcies and other financial sanctions such as County Court Judgements)

6. Where we collect personal information

We collect personal information direct from individuals, their representatives or from information they have made public, for example, on social media.

We also collect personal information from other persons or organisations, for example:

- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- veterinary practices, animal charities and breeders
- insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)
- insurance investigators and claims service providers
- other insurers or service providers who underwrite the insurance or provide the services for our products
- other involved parties, for example, claimants or witnesses.

We also collect information from your computer in the form of cookies. Please refer to our Cookie Policy for more details - <https://www.allianz.co.uk/cookie-policy.html>

7. Sharing personal information

We only share your information when necessary for the purposes stated in Section 2: How We Use Personal Information.

We may share personal information with:

- other companies within the global Allianz Group www.allianz.com
- credit reference, fraud prevention and other agencies that carry out certain activities on our behalf, for example, the Motor Insurance Database (MID), the Insurance Fraud Bureau (IFB) and marketing agencies if agreed
- our approved suppliers to help deal with claims or manage our benefit services, for example, vehicle repairers, veterinary advisors, legal advisors and loss adjusters
- other partners, local authorities and councils, including the RSPCA, if we suspect or conclude, following investigation, poor breeding practices and animal cruelty
- other insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS); and other companies that provide services to us or you, for example, the Employers Liability Tracing Office (ELTO) and the Claims and Underwriting Exchange (CUE) and network organisations of which you are a member
- external agencies for market research purposes
- any organisation where you have agreed for them to receive that data as part of the terms and conditions of your membership or affiliation
- prospective buyers in the event that we wish to sell all or part of our business.

8. Transferring personal information outside the UK

We use servers located in the European Union (EU) to store personal information where it is protected by laws equivalent to those in the UK. We may transfer personal information to other members of the global Allianz Group to manage the insurance policy or claim; this could be inside or outside the EU. We have Binding Corporate Rules (BCRs) which are our commitment to the same high level of protection for personal information regardless of where it is processed. These rules align with those required by the European Information Protection authorities. For more information about BCRs, please contact our Data Protection Officer.

Some of our suppliers have servers outside the EU. Our contracts with these suppliers require them to provide equivalent levels of protection for personal information.

9. How long we keep personal information

We keep information only for as long as we need it to administer the policy, manage our business or as required by law or contract.

10. Know your rights

Any individual whose personal information we hold has a number of rights in relation to how that information is processed by us. You have the following rights:

- **The right to object** - individuals can object to us processing their data and we will either agree to stop processing or explain why we are unable to
- **The right of access** - individuals can request a copy of their personal information we hold, subject to certain exemptions (a subject access request)
- **The right of rectification** - individuals can ask us to update or correct their personal information to ensure its accuracy
- **The right to be forgotten** - individuals can ask us to delete their personal information from our records if it is no longer needed for the original purpose
- **The right of restriction** - individuals can ask us to restrict the processing of their personal information in certain circumstances
- **The right to data portability** - individuals can ask for a copy of their personal information, so it can be used for their own purposes
- **The right to withdraw consent** - individuals can ask us, at any time, to stop processing their personal information, if the processing is based only on individual consent
- **The right to make a complaint** - individuals can complain if they feel their personal information has been mishandled. We encourage individuals to come to us in the first instance but they are entitled to complain directly to the Information Commissioner's Office (ICO) www.ico.org.uk

If you wish to exercise any of these rights you can do so by contacting our Data Rights team:

Phone : 0208 231 3992

Email: datarights@allianz.co.uk

Address: Allianz Insurance Plc, Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB

11. Allianz (UK) Group Data Protection Officer contact details

Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy are companies within the Allianz Holdings.

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Phone: 0330 102 1837

Email: dataprotectionofficer@allianz.co.uk

Address: Data Protection Officer, Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB

12. Changes to our Privacy Notice

This Privacy Notice was last updated in September 2020.

Occasionally it may be necessary to make changes to this notice. When that happens we will provide an updated version at the earliest opportunity. The most recent version will always be available on our website www.allianz.co.uk.

13. Allianz Privacy Standards (APS)

The Allianz Privacy Standard provides you with information on the rules governing the international transfer of personal data between Allianz Group companies operating in the European Economic Area (EEA) and Allianz Group companies outside that area. The Allianz Privacy Standard also describes your rights in respect of such transfers, what to do if you want to exercise your rights or complain about such transfers, and how to contact us. The latest Allianz Privacy Standard can be found at <https://www.allianz.com/en/privacy-statement.html>.

Notifying a Claim

(Not applicable to Commercial Legal Expenses Section claims)

Claims under this **Policy** should be notified to **the Insurer** in accordance with General Condition 3 at the following Allianz Claims Handling Offices.

Please provide your policy number, and as much information as possible about the claim:

Allianz Claims Handling Office Telephone Numbers:

For Property Damage claims
Tel: 0344 412 9988

For Liability, Personal Accident and non medial Business Travel claims
Tel: 0344 893 9500

For Engineering claims
Tel: 01483 265825
Email: claims@allianzengineering.co.uk

Lines are open from 9am to 5pm Monday to Friday. Outside our normal opening hours contact us on our 24 hour claim notification line - Tel: 0345 604 9824.

For Medical Emergency whilst overseas - Tel: +44(0) 208 603 9514.

For Cyber claims (handled in London by Allianz Global Corporate & Specialty)
Tel: 020 3451 3679 Lines are open 9am to 5pm Monday to Friday.

Should you need assistance outside of these hours, please call the same number and you will be provided details of our preferred suppliers who will be able to assist you.

Email: cyberclaims@allianz.com

IMPORTANT: please ensure you contact us as soon as you are first aware of the cyber incident as we will be able to support you by organising suppliers and services in order to mitigate the impact on your business

Allianz addresses for claims correspondence:

Allianz Claims
PO Box 10509
51 Saffron Road
Wigston
LE18 9FP

For Cyber Claims:

Allianz Global Corporate & Specialty
Allianz House
60 Gracechurch Street
London
EC3V 0HR

Commercial Legal Expenses Section Claims

If **the Insured** needs to make a **Claim** under any operative cover provided by the Legal Expenses **Section**, as stated in the **Policy Schedule the Insured** should call Lawphone Legal Helpline on **0370 241 4140** and quote the Master Policy reference contained within the **Policy Schedule**.

The Insured will be asked for a brief summary of the problem and these details will be passed on to an adviser who will call **the Insured** back. **The Insurer** will send **the Insured** a claim form. **The Insured** should fill in the claim form and return it to **the Insurer** without delay at the address shown below, together with a copy of **the Insured's** current **Policy Schedule** and payment in the form of a cheque made out to Allianz Legal Protection for the **Excess** due in respect of the **Claim**.

The Insurer will contact the **Insured Person** once the claim form, **Policy Schedule** and **Excess** payment have been received.

Please note that the **Insured Person** must not appoint a solicitor. If the **Insured Person** has already seen a solicitor before **the Insurer** has accepted the **Insured Person's** claim, **the Insurer** will not pay any fees or other expenses that the **Insured Person** has incurred.

If the **Insured Person's** claim is covered, **the Insurer** will appoint the **Legal Representative** that **the Insurer** has agreed to in the **Insured Person's** name and on the **Insured Person's** behalf, subject to the terms and conditions of the Legal Expenses **Section**. **The Insurer** will only start to cover the **Insured Person's Legal Expenses** from the time **the Insurer** has accepted the claim and appointed the **Legal Representative**.

The **Insurer's** address is:
The Claims Department
Allianz Legal Protection
2530 The Quadrant
Aztec West
Almondsbury
Bristol
BS32 4AW.

Claims Department opening hours: Monday to Friday - 9am to 5pm.

Additional Benefits

24 Hour Lawphone Legal Advice Helpline

When the Commercial Legal Expenses Section of this Policy is operative, the **Insured** gains the automatic benefit of access to a team of qualified legal advisers for advice on any commercial legal matter 24 hours a day, 365 days a year. The advice the **Insured** receives from the Lawphone Legal Advice Helpline will always be according to the laws of Great Britain and Northern Ireland.

To use this service ring **0370 241 4140**.

The **Insured** should quote the Master Policy reference contained within the **Policy Schedule** and provide a brief summary of the problem. The details will be passed to an adviser who will return the **Insured's** call.

All areas of **Business** law are covered. This advice is available to the **Insured** during the currency of the **Policy**, although no liability can be accepted for inability to provide advice due to breakdown or failure of the telephone network.

This telephone helpline is provided by Allianz Legal Protection, part of Allianz Insurance plc, who may record calls to protect the **Insured**.

Allianz Legal Online

When the Commercial Legal Expenses Section of this **Policy** is operative, the **Insured** has access to extensive on line **Business** support via Allianz Legal Online. This facility provides tools and services that will help the **Insured** to produce legal paperwork in connection with the **Insured's Business**, for example, bespoke contracts of employment. In addition it provides the **Insured** with up to date guidance and advice on many legal issues, such as, employment legal procedures, managing the **Insured's Business** and debt recovery. A registration number is required to access this web site www.allianzlegal.co.uk and this is shown on the **Policy Schedule**. If the **Insured** has any problems relating to the Legal Documentation Service please e-mail Epoq Sales Limited at support@allianzlegal.co.uk.

24 Hour Glass Replacement

Broken glass is dangerous and in some circumstances can be a major security risk. Allianz Insurance plc have negotiated a special arrangement for you with one of Britain's leading glass replacement specialists. In an event of emergency or if your property is insecure please phone our Claims Team on 0344 412 9988.

Professional Indemnity Insurance Section (Miscellaneous)

Definitions

Operative Wording

The operative wording applicable to this **Section** as specified in the **Schedule**.

NB This wording is only operative when the reference **AGCSPIMISC010309** is specified in the Professional Indemnity section of the **Schedule**.

Bodily Injury

Physical injury, sickness, disease or death of a natural person; and if arising out of the foregoing, nervous shock, emotional distress, mental anguish or mental injury.

Claim

Any:

- a) written demand for compensation in respect of a **Wrongful Act** of an **Insured**; or
- b) civil, regulatory or administrative proceedings whereby a **Wrongful Act** of an **Insured** is alleged.

Company

The **Policyholder** or any **Subsidiary** (including any predecessor business).

Cyber Event

means any actual, alleged or suspected:

- a) Damage to, loss, destruction, corruption, theft, or loss of operational control of data, or unauthorized or negligent processing, collection, recording, retrieval, disclosure, dissemination, or disposal of data, by the **Insured**, an independent contractor or an outsourced service provider of the **Insured Company**; and/or
- b) Unauthorized access to or use of any personal information, personal data or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing) while under the care and custody, or control, of the **Insured**, an independent contractor or an outsourced service provider of the **Insured Company**; and/or
- c) Non-physical and technological failure of the **Company's** Computer System, or failure of technological security measures aimed at protecting data in any form. This includes, but is not limited to, any interruption of the **Insured Company's** business caused by such event(s); and/or
- d) Malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the **Company's** Computer System. This includes, but is not limited to, any interruption of the **Insured Company's** business caused by such event(s); and/or

- e) Interruption of the **Insured Company's** business caused by an accidental, unintentional or negligent act, error or omission of the Insured person in the operation or maintenance of the **Company's** Computer System which causes total or partial unavailability of the **Company's** Computer System; and/or
- f) Breach of laws and regulations pertaining to privacy and resulting from items (a) to (e) above.

For the purposes of items (a) and (c) of Cyber Event definition, data includes but is not limited to personal information, personal data and/or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing) in any form.

Company's Computer System means a computer system (including, but not limited, to hardware, software and/or computer programs) leased, owned or operated by or which is made available or accessible to the **Insured Company** or its outsource service provider(s) for the purpose of storing and processing the **Insured Company's** electronic data or software.

Damages

Any amount that an **Insured** shall be legally liable to pay to a **Third Party** in respect of judgments or arbitral awards rendered against an **Insured**, or for settlements negotiated by the **Insurer** with the consent of the **Policyholder**.

Defence Costs

Reasonable fees, costs and expenses incurred by or on behalf of an **Insured**, with the prior written consent of the **Insurer**, in the investigation, defence, adjustment, settlement or appeal of any **Claim**. It shall not include any element of an **Insured's** own time costs or lost profits incurred in dealing with a **Claim**.

Documents

All documents of any nature whatsoever including computer records and electronic or digitised data; but does not include any currency, negotiable instruments or records thereof.

Employee

Any natural person who is, has been or during the period of insurance becomes expressly engaged under a contract of employment with the **Company**.

Employee shall not include any principal, partner, director or **Member** of any **Insured** in their capacity as such.

Fraud/Dishonesty

Fraudulent or dishonest conduct:

- a) not condoned, expressly or implicitly by any principal, partner, director or **Member** of the **Company**; and
- b) that results in liability of the **Company** to any **Third Party**.

Insured

The **Company** or any **Insured Person**.

Insured Person

- a) any natural person, who is or has been a principal, partner, director or **Member** of the **Company** in their capacity as such;
- b) any **Employee**;
- c) any natural person employed by the **Company** to whom the Financial Conduct Authority has given its approval to perform Controlled Function 30 for the **Company** pursuant to Section 59 of the Financial Services and Markets Act 2000 or any re-enactment thereof;
- d) any spouse, civil partner, estate or legal representative of any **Insured Person** for **Loss** arising from a **Claim** for a **Wrongful Act** of such an **Insured Person** listed in a), b), c) above;
- e) the administrator, heirs, legal representatives or executor of a deceased, incompetent, insolvent or bankrupt **Insured Person's** estate for **Loss** arising from a **Claim** for a **Wrongful Act** of such **Insured Person** listed in a), b), c) above.

Legal Panel

The firms of solicitors appointed from time to time by the **Insurer** to provide representation on behalf of an **Insured** under this **Section**.

Limit of Liability

The amount specified as such in the **Schedule**.

Limited Liability Partnership

A partnership as determined by the Limited Liability Partnerships Act 2000 and any subsequent amendments thereto.

Loss

Damages or **Defence Costs**, however **Loss** shall not include and this **Section** shall not cover any:

- a) taxes;
- b) non-compensatory damages, including punitive, multiple, exemplary or liquidated damages;
- c) fines or penalties unless insurable by law;
- d) the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief;
- e) benefits or overheads of, or charges or expenses incurred by any **Insured** including but not limited to the cost of any **Insured's** time;
- f) fees or commissions, for any **Professional Services** rendered or required to be rendered by an **Insured** or that portion of any settlement or award in an amount equal to such fees, commissions, or other compensation; or
- g) matters which may be deemed uninsurable under the law governing this **Section** or the jurisdiction in which a **Claim** is brought.

Member

A member of a **Limited Liability Partnership**.

Policyholder

The entity specified as such in the **Schedule**.

Pollutants

Any solid, liquid, gaseous, biological, radiological or thermal irritant, toxic or hazardous substance, or contaminant, including but not limited to, asbestos, lead, smoke, vapour, dust, fibres, mould, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and waste. Such waste includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.

Professional Services

The professional services and/or activities of the **Policyholder** and any **Subsidiary** as specified in the **Schedule**.

Property Damage

Damage to or loss of or destruction of tangible property or loss of use thereof.

Related Claim

Any **Claims** alleging, arising out of, based upon or attributable to the same facts or alleged facts, or circumstances or the same **Wrongful Act**, or a continuous repeated or related **Wrongful Act**.

Retention

The amount specified as such in the **Schedule**

Retroactive Date

The date specified as such in the **Schedule**.

Settlement Value

In respect of any **Claim** covered under this **Section**:

- a) the full amount claimed; or
- b) any settlement offer from the claimant(s) which is capable of acceptance.

Where the claimant(s)' costs, if applicable, are not quantified by the claimant, the **Insurer** will also pay a reasonable sum to an **Insured** to represent these costs.

Submission

- a) each and every signed proposal form, the statements, warranties, and representations therein, its attachments;
 - b) the financial statements of any **Company**; and
 - c) other documents of any **Company** filed with a regulator and all other material information;
- submitted to the **Insurer** in connection with this **Section** or the **Policy**.

Subsidiary

Any entity in which the **Company**, either directly or indirectly through one or more entities;

- a) controls the composition of the board of directors;
- b) controls more than half of the voting power; or
- c) holds more than half of the issued share capital;

on or before the inception date of this **Section**.

For any **Subsidiary** or any **Insured** thereof, cover under this **Section** shall only apply to **Wrongful Acts** committed while such entity is a **Subsidiary** of the **Company**.

Terrorism

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Third Party

Any entity or natural person except (i) any **Insured**; or (ii) any other entity or natural person having a financial interest or executive role in the operation of the **Company**.

Transaction

Any one of the following events:

- a) the **Company** consolidates with or merges into or sells all or a majority of its assets to any other person or entity or group of persons and/or entities acting in concert;
- b) an administrator, liquidator or receiver is appointed to the **Company**.

Wrongful Act

Any actual or alleged act, error or omission committed solely in the performance of or failure to perform **Professional Services**.

Cover

A Professional Liability Coverage

The **Insurer** will pay on behalf of an **Insured** all **Loss** resulting from any **Claim** first made against an **Insured** during the **Period of Insurance** and notified to the **Insurer** as required by this **Section** for a civil liability arising from an **Insured's Professional Services**.

B Automatic Acquisition

If during the **Period of Insurance** the **Policyholder** obtains, either directly or indirectly:

- a) control of the composition of the board of directors;
- b) control of more than half of the voting power; or
- c) a holding of more than half of the issued share capital;

of another entity then the definition of **Subsidiary** shall be extended to include such entity provided that:

- i) the entity has annual revenue for the last complete accounting period prior to the acquisition, of less than 10% of the total annual revenue of the **Company** declared in the latest Annual Report and Accounts as at inception;
- ii) the entity is not incorporated, domiciled or providing **Professional Services** in the United States of America or Canada or any of their territories;
- iii) the entity is not regulated by the US Securities and Exchange Commission;
- iv) the entity is not aware of any claims (either paid or notified) or circumstances within the preceding five years of a type which may have been covered had they been notified under a professional liability policy similar in scope and breadth of coverage to the cover afforded hereunder; and
- v) the business activities of the entity fall within the definition of **Professional Services**

In all other circumstances, the **Policyholder** may request an extension of this **Section** for such entity. The **Insurer** shall have the right but not the duty to offer cover for such entity and the **Policyholder** shall give the **Insurer** sufficient details to permit the **Insurer** to assess and evaluate the potential increase in exposure. In the event that coverage is provided, the **Insurer** shall be entitled to amend the terms and conditions of this **Section**, during the **Period of Insurance**, including but not limited to, the charging of a reasonable additional premium.

C Court Attendance

For any person described in i) and ii) below who actually attends a court or an arbitration or an adjudication hearing as a witness in connection with a **Claim** notified under and covered by this **Section**, the **Insurer** will pay the following rates per day for each day on which attendance in court has been required:

- i) for any principal, partner, director or **Member** of an **Insured**: £300
- ii) for any **Employee**: £150

No **Retention** shall apply to this Cover.

D Fraud and Dishonesty

The **Insurer** will pay on behalf of any **Insured**, who is not the actual perpetrator, all **Loss** resulting from any **Claim** first made against any **Insured** during the **Period of Insurance** and notified to the **Insurer** as required by this **Section** for **Fraud/Dishonesty** of any **Employee(s)** of the **Company** provided that the relevant fraudulent or dishonest conduct occurred before the date of discovery by any principal, partner, director or **Member** of a **Company** of reasonable cause of suspicion of **Fraud/ Dishonesty** on the part of the **Employee(s)**, whether or not it is possible at that date to identify the **Employee(s)** involved in the **Fraud/Dishonesty**.

E Joint Ventures

The **Insurer** will pay on behalf of any **Insured** all **Loss** resulting from any **Claim** first made against any **Insured** during the **Period of Insurance** and notified to the **Insurer** as required by this **Section** where liability results directly from a **Wrongful Act** of an **Insured** arising out of the **Professional Services** carried out by an **Insured** for and in the name of any joint venture of which an **Insured** forms part, provided that an **Insured** has declared in the **Submission** all fees/turnover received from any joint venture.

The liability of the **Insurer** shall be proportionate to the lowest of:

- i) the percentage of the share capital of the joint venture owned by an **Insured**; or
- ii) the percentage of the voting control of the joint venture exercised by an **Insured**;

unless the **Insurer's** written agreement has been first obtained to an alternative proportion and an endorsement made upon this **Section**.

This Cover shall apply to an **Insured** only. No other participant in such joint venture, and no other **Third Party**, shall have any rights under this **Section**, and neither shall the **Insurer** be liable to pay a contribution to any insurer of any other participant in such joint venture.

F Lost Documents

The **Insurer** shall indemnify an **Insured** for costs and expenses reasonably incurred with the **Insurer's** prior written consent in replacing or restoring any **Documents** which are the property of an **Insured** and which during the **Period of Insurance** have been destroyed, damaged, lost, distorted, erased or mislaid provided that:

- i) such loss or damage is sustained while the **Documents** are either: (1) in transit; or (2) in the custody of an **Insured** or of any person to whom an **Insured** has entrusted them in the ordinary course of their **Professional Services**;
- ii) the **Documents** have been the subject of a diligent search by or on behalf of an **Insured**;
- iii) the amount of any claim for such costs and expenses shall be supported by evidence of expenditure that shall be subject to approval by a competent person to be nominated by the **Insurer** with the consent of the **Policyholder**; and
- iv) the **Insurer** shall not be liable for any costs and expenses arising out of wear, tear and/or gradual deterioration, moth and vermin.

This cover will be subject to a Sub-limit of Liability of £100,000 in the aggregate during the **Period of Insurance**. A **Retention** of £250 each and every claim shall apply to this Cover.

G Mitigation

Where the **Insured** first makes a determination during the **Period of Insurance** that it has committed a **Wrongful Act** requiring remediation or mitigation, the **Insurer** will pay the reasonable and direct cost of any remediation or mitigation, provided that:

- i) the **Insurer** shall during the **Period of Insurance** have been informed in writing of the **Wrongful Act** and the work that is required to rectify it or mitigate its consequences;
- ii) the **Insurer** shall be reasonably satisfied that an **Insured** has committed a **Wrongful Act** requiring remediation or mitigation and that such costs are necessary to prevent or reduce the amount of a **Claim** covered under Cover A, and that the amount of **Damages** prevented or reduced would be greater than the cost of the work;
- iii) such costs are supported by evidence of expenditure which shall be subject to approval by a competent person to be nominated by the **Policyholder** with the consent of the **Insurer**;
- iv) such costs shall not include any element of profit or loss of profit, nor any element of overheads, staff remuneration, standing idle time or management time of an **Insured**; and
- v) the **Insurer** has consented in writing to the payment of such costs before work is carried out, such consent not to be unreasonably withheld, however whilst awaiting the **Insurers** consent, the **Insurers** will indemnify an **Insured** for such expense incurred over a period not exceeding 14 days beginning from the time mitigation was undertaken by an **Insured** subject to condition ii) above, being satisfied otherwise all pre approval costs will be borne by an **Insured**.

H Specialist Consultants

The **Insurer** will pay on behalf of an **Insured** all **Loss** resulting from any **Claim** first made against an **Insured** during the **Period of Insurance** and notified to the **Insurer** as required by this **Section** for any **Wrongful Act** of specialist consultants, designers or sub-contractors of an **Insured** who are engaged in the performance of an **Insured's Professional Services**.

The **Insurer** will only pay **Loss** to the extent that an **Insured** has not waived or otherwise impaired any rights of recourse against such specialist designers, consultants or sub-contractors.

Limit and Retention

Limit of Liability

- A. the total amount payable by the **Insurer** under this **Section** (excluding **Defence Costs**) for any one **Claim**, or cover provided under the Mitigation Cover for any one **Wrongful Act**, during the **Period of Insurance** shall not exceed the **Limit of Liability**.
- B. Sub-limits of liability are part of and not payable in addition to the **Limit of Liability**.
- C. **Defence Costs** are payable in addition to the **Limit of Liability**. In the event that the amount paid by or on behalf of any **Insured** to dispose of a **Claim** exceeds the **Limit of Liability** for any one **Claim**, then this **Section** shall only cover the same proportion of **Defence Costs** as the **Limit of Liability** for any one **Claim** bears to the total amount paid to dispose of the **Claim** (exclusive of **Defence Costs**).
- D. Where a **Claim** is made against more than one **Insured** under this **Section**, this shall not operate to increase the total amount payable by the **Insurer** for any one **Claim** under this **Section**.
- E. The **Limit of Liability** is the total sum payable by the **Insurer** for any one **Claim**. Any **Damages** paid by the **Insurer** under this **Section** in respect of a **Claim** shall erode the **Limit of Liability** for that **Claim**. In no circumstances shall the liability of the **Insurer** for any one **Claim** exceed the **Limit of Liability**.

Other Insurance / Indemnification

Unless otherwise required by law, cover under this **Section** is provided only as excess over any self-insurance or other valid and applicable insurance, unless such other insurance is written only as specific excess insurance over the **Limit of Liability**. This **Section** or **Policy** shall not cover **Defence Costs** of any **Claim** where another insurance policy imposes upon another insurer a duty to defend such **Claim**.

Retention

The **Insurer** shall be liable only for **Loss**, or cover under the Mitigation Cover, which exceeds the **Retention**. For the avoidance of doubt, the **Retention** does not apply to **Defence Costs**. It is to be borne by an **Insured** and shall remain uninsured. The **Retention** is not part of the **Limit of Liability**. A single **Retention** shall apply per **Claim**.

Section Exclusions

This **Section** shall not cover **Loss** in connection with any **Claim**:

1. Bodily Injury/ Property Damage

arising out of, based upon or attributable to **Bodily Injury** or **Property Damage** unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing **Professional Services**.

2. Conduct

arising out of, based upon or attributable to any actual or alleged dishonest, fraudulent or criminal conduct of an **Insured**.

This exclusion shall not apply to Cover D Fraud and Dishonesty.

3. Contractual Liability

arising out of, based upon or attributable to any:

(i) liability assumed or accepted by an **Insured** under any contract or agreement; or

(ii) guarantee or warranty;

except to the extent such liability would have attached to an **Insured** in the absence of such contractual duty, term or agreement.

4. Costs Assessment

arising out of, based upon or attributable to any failure by any **Insured** or other party acting for an **Insured** to make an accurate pre-assessment of the cost of performing **Professional Services**.

5. Cyber Event

arising out of, based upon or attributable to any Cyber Event

6. Directors' and Officers' Liability

arising out of, based upon or attributable to any **Claim** made against an **Insured** in their capacity as a director, officer, trustee, **Member** or partner of the **Company** in respect of the performance or non - performance of their duties as a director, officer, trustee, **Member** or partner of the **Company**.

7. Employers Liability

by any person for bodily injury, sickness, disease or death incurred, contracted or occurring whilst under a contract of service or apprenticeship with an **Insured** or for any breach of any obligation owed by an **Insured** as an employer.

8. Employment Practice Violation

arising out of, based upon or attributable to any act, error or omission with respect to any employment or prospective employment of any past, present, future or prospective employee or **Insured Person** of any **Company**.

9. Infrastructure

arising out of, based upon or attributable to:

- i) software or mechanical failure;
- ii) electrical failure, including any electrical power interruption, surge, brown out or black out; or
- iii) telecommunications or satellite systems failure;

outside the direct control of an **Insured**.

10. Insolvency

arising out of, based upon or attributable to the insolvency, liquidation, administration or receivership of the **Company**.

11. Manufacturing Liability

arising out of, based upon or attributable to any manufacturing defect in any product.

12. Pollution

arising out of, based upon or attributable to any direction, request or effort to: (a) test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants**, or (b) respond to or assess the effects of **Pollutants**.

13. Prior Claims/Circumstances

made prior to the inception of this **Section** including any **Related Claims** thereto, or arising out of, based upon or attributable to a circumstance which has been properly notified under any other policy or certificate of insurance attaching prior to the inception of this **Section** including any **Related Claims** thereto.

14. Prior Acts

arising out of, based upon, attributable to or in any way involving any **Wrongful Act** which first takes place before the **Retroactive Date**.

15. Trade Debts

arising out of, based upon or attributable to any: (i) trading debt incurred by an **Insured** or (ii) guarantee given by an **Insured** for a debt.

16. U.S.A./Canada

made or pending within or to enforce a judgment obtained in the United States of America, Canada, or any of their territories or possessions.

17. War/Terrorism

arising out of, based upon or attributable to any war (declared or otherwise), **Terrorism**, warlike, military, terrorist or guerrilla activity, sabotage, force of arms, hostilities (declared or undeclared), rebellion, revolution, civil disorder, insurrection, usurped power, confiscation, nationalisation or destruction of or damage to property by or under the order of, any governmental, public or local authority or any other political or terrorist organisation.

Section Claim Conditions

1 Claim Allocation

In the event that any **Claim** involves both covered matters and matters or persons not covered under this **Section**, a fair and proper allocation of any cost of defence, damages, judgments and/or settlements shall be made between each **Insured** and the **Insurer** taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this **Section**.

2 Circumstances

The **Policyholder** shall as soon as reasonably practicable during the **Period of Insurance** notify the **Insurer** at the address listed in the Section Claim Notification Condition of any circumstance of which any **Insured** becomes aware during the **Period of Insurance** which is reasonably expected to give rise to a **Claim**. The notice must include at least the following:

- i) a statement that it is intended to serve as a notice of a circumstance of which an **Insured** has become aware which is reasonably expected to give rise to a **Claim**;
- ii) the reasons for anticipating that **Claim** (including full particulars as to the nature and date(s) of the potential **Wrongful Act(s)**);
- iii) the identity of any potential claimant(s);
- iv) the identity of any **Insured** involved in such circumstance; and
- v) the date on and manner in which an **Insured** first became aware of such circumstance.

Provided that notice of any such circumstance has been given in accordance with the requirements of this Condition, any later **Claim** arising out of such notified circumstance (and any **Related Claims**) shall be deemed to be made at the date when the circumstance was first notified to the **Insurer**.

3 Claim Notification

The **Policyholder** shall give written notice to the **Insurer** of any **Claim** first made against an **Insured** as soon as practicable and during the **Period of Insurance**. All notifications must be in writing to:

Claims Division
Allianz Insurance plc
500 Avebury Boulevard
Milton Keynes
MK9 2XX

or by telephone to 0344 893 9500
Lines are open from 9am to 5pm Monday to Friday

If posted, the date of posting shall constitute the date that notice was given, and proof of posting shall be sufficient proof of notice.

4 Cooperation

An **Insured** will at their own cost:

- i) render all reasonable assistance to the **Insurer** and co-operate in the defence of any **Claim** and the assertion of indemnification and contribution rights;
- ii) use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any **Loss** under this **Section**; and
- iii) give such information and assistance to the **Insurer** as the **Insurer** may reasonably require to enable it to investigate any **Loss** or determine the **Insurer's** liability under this **Section**.

5 Claim Defence

The **Insurer** does not assume any duty to defend, and an **Insured** shall defend and contest any **Claim** made against them unless the **Insurer**, in its sole and absolute discretion, elects in writing to take over and conduct the defence and settlement of any **Claim**. If the **Insurer** does not so elect, it shall be entitled, but not required, to participate fully in such defence and the negotiation of any settlement that involves or appears reasonably likely to involve the **Insurer**. In the event that the **Insurer** decides that representation by a solicitor is necessary (such decision to be at the sole discretion of the **Insurer**) then an **Insured** shall select one of the **Legal Panel** to provide such legal representation.

6 Insured's Consent

The **Insurer** may make any settlement it deems expedient of any **Claim** against any **Insured**, subject to such **Insured's** written consent. Where an **Insured** does not consent the **Insurer** may elect to pay to an **Insured** the **Settlement Value** less the applicable **Retention** that the **Insurer** wishes to accept. Upon such payment being made there is no further cover available under this **Section** for that **Claim**.

7 Insurer's Consent

No **Insured** shall admit or assume any liability, enter into any settlement agreement, or consent to any judgment without the prior written consent of the **Insurer**, other than where provided for under the terms of the Mitigation Cover.

8 Fraudulent Claims

If any **Insured** shall give any notice or claim cover for any **Loss** under this **Section** of the **Policy** knowing such notice or claim to be false or fraudulent as regards amounts or otherwise, such **Loss** shall be excluded from cover under this **Section** of the **Policy**, and the **Insurer** shall have the right, in its sole and absolute discretion, to avoid its obligations under or void this **Section** and the **Policy** in its entirety, and in such case, all cover for **Loss** under this **Section** and the **Policy** shall be forfeited, all premium shall be deemed fully earned and non-refundable and the **Policyholder** shall reimburse the **Insurer** for any payments made under this **Section** and the **Policy**.

9 Payment of Defence Costs

The **Insurer** shall pay **Defence Costs** covered by this **Section** promptly after sufficiently detailed invoices for those costs are received by the **Insurer**. The **Policyholder** shall reimburse the **Insurer** for any payments which are ultimately determined not to be covered by this **Section**.

10 Related Claims

If during the **Period of Insurance** a **Claim** is made or a circumstance is notified in accordance with the requirements of this **Section** any **Related Claim** made after expiry of the **Period of Insurance** will be accepted by the **Insurer** as having been:

- i) made at the same time as the notified **Claim** was made or the relevant circumstance was notified, and
- ii) notified at the same time as the notified **Claim** or circumstance.

All **Related Claims** shall be deemed to be one single **Claim** and deemed to be made at the date of the first **Claim** of the series or at the first circumstance notified, whichever is first.

11 Claim Settlement

The **Insurer** shall be under no obligation (save where requested by the **Policyholder**) to make any payment to an **Insured** other than the **Policyholder** and shall unless otherwise requested by the **Policyholder** make payment of all losses insured hereunder to the **Policyholder** and such payment shall constitute a full and complete release and discharge of the **Insurer's** liabilities in respect of all and any such loss whether suffered directly by the **Policyholder** or not.

Section General Conditions

1 Assignment

This **Section** and any rights under or in respect of it cannot be assigned by an **Insured** without the prior written consent of the **Insurer**.

2 Cancellation

This **Section** may be cancelled:

- (i) by the **Insurer** pursuant to the Premium Payment Condition for non-payment of premium; or
- (ii) if no notice of a **Claim** or circumstance which is reasonably expected to give rise to a **Claim** has been provided to the **Insurer** under this **Section**, by the **Policyholder** with effect immediately upon the **Insurer's** receipt of written notice of such cancellation; the **Insurer** shall retain the customary short rate proportion (unexpired portion of premium less handling charges) of the premium. If notice of a **Claim** or circumstance which is reasonably expected to give rise to a **Claim** has been provided to the **Insurer** under this **Section**, the premium shall not be returnable and shall be deemed fully earned at cancellation;
- (iii) by mutual agreement between the **Insurer** and the **Policyholder**.

3 Change of Control

The **Insurer** shall not be liable to make any payment or to provide any services in connection with any **Claim** arising out of, based upon or attributable to a **Wrongful Act** committed after the occurrence of a **Transaction**.

If during the **Period of Insurance** an administrator, liquidator or receiver is appointed to a **Subsidiary**, then the cover provided under this **Section** with respect to such **Subsidiary** is amended to apply only to **Wrongful Acts** committed prior to the date of such appointment.

4 Contract Rights

Nothing in this **Section** is intended to confer an enforceable benefit on any **Third Party**, whether pursuant to the Contract (Rights of Third Parties) Act 1999 or otherwise

5 Dispute Resolution

Where, following receipt by the **Insurer** of all information reasonably required to provide such decision;

- (i) a final decision has been given by the **Insurer** regarding any aspect of this **Section** of the **Policy** or any matter relating to cover thereunder;
- (ii) that decision is disputed between the **Insurer** and an **Insured**; and
- (iii) such dispute can not be resolved within 14 days of the date on which such decision is communicated to the **Policyholder** or its insurance broker,

the dispute shall be referred to arbitration under The Insurance & Reinsurance Arbitration Society ("A.R.I.A.S (UK)") Arbitration Rules.

The Arbitration Tribunal (the "Tribunal") shall consist of three arbitrators, one to be appointed by an **Insured** party involved in the arbitration, one to be appointed by the **Insurer** and the third to be appointed by the two appointed arbitrators. The third member of the Tribunal shall be appointed as soon as practicable (and no later than 28 days) after the appointment of the two party-appointed arbitrators. The Tribunal shall be constituted upon the appointment of the third arbitrator.

The arbitrators shall be persons (including those who have retired) with not less than ten years' experience of insurance or reinsurance within the industry or as lawyers or other professional advisers serving the industry.

Where a party fails to appoint an arbitrator within 14 days of being called upon to do so or where the two party-appointed arbitrators fail to appoint a third within 28 days of their appointment, then upon application, A.R.I.A.S (UK) will appoint an arbitrator to fill the vacancy. At any time prior to the appointment by A.R.I.A.S (UK) the party or arbitrators in default may make such appointment.

The Tribunal may at its sole discretion make such orders and directions as it considers necessary for the final determination of the matters in dispute. The Tribunal shall have the widest discretion permitted under the law governing the arbitral procedure when making such orders or directions. The seat of arbitration shall be London, England and the law governing the arbitration shall be under the law of England & Wales.

6 Plurals, Headings and Titles

The descriptions in the headings and titles of this **Section** are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. In this **Section**, words in bold typeface have special meaning and are defined. Words that are not specifically defined in this **Section** or the **Policy** have the meaning normally attributed to them.

7 Premium Payment

The **Policyholder** undertakes that the premium (including mid-term amendment premium) shall be paid to the **Insurer** on request (or, in respect of instalment premiums, when they are due). The **Policyholder** shall have the burden of establishing that such payment has been made.

If the premium (including mid-term amendment premium) has not been paid to the **Insurer** as requested (and, in respect of instalment premiums, by the date they are due) the **Insurer** shall have the right to cancel this **Section** of the **Policy** by notifying the **Policyholder** in writing direct or via the insurance broker as appropriate. In the event of cancellation by the **Insurer** pursuant to this Condition, premium is due to the **Insurer** on a pro-rata basis for the period that the **Insurer** was on risk but the full premium is due to the **Insurer** in the event that prior to the date of termination a **Claim** is made, or a circumstance is notified in accordance with the requirements of this **Section** of the **Policy**.

It is agreed that the **Insurer** shall give not more than 7 days prior notice of cancellation under this Condition to the **Policyholder** in writing direct or via the insurance broker as appropriate. If the premium due is paid in full to the **Insurer** before the notice period expires, notice of cancellation shall automatically be revoked. If not, this **Section** of the **Policy** shall automatically terminate and be of no effect at the end of the notice period.

8 Scope and Governing Law

Where legally permissible and subject to all terms and conditions of this **Section**, this **Section** shall apply to any **Claim** made against any **Insured** anywhere in the world. Any interpretation of this **Section** of the **Policy** relating to its construction, validity or operation shall be made exclusively in accordance with the laws of England and Wales and in accordance with the English text as it appears in this **Section** and the **Policy**.

9 Subrogation

An **Insured** shall take all steps necessary or such steps as are required by the **Insurer** before or after any payment by the **Insurer** under this **Section** to preserve the rights and remedies which an **Insured** may have to recover the **Loss**. If any payment is to be made under this **Section** in respect of a **Claim**, the **Insurer** shall be subrogated to all rights of recovery of an **Insured** whether or not payment has in fact been made and whether or not an **Insured** has been fully compensated for its actual **Loss**. The **Insurer** shall be entitled to pursue and enforce such rights in the name of an **Insured**, who, both before and after payment under this **Section**, shall provide the **Insurer** with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. An **Insured** shall do nothing to prejudice the **Insurer's** rights under this Subrogation Condition.

The **Insurer** agrees not to exercise any such rights of recovery against any **Employee** unless the **Claim** is brought about or contributed to by the dishonest, fraudulent, intentional criminal or malicious act or omission of the **Employee**. In its sole discretion, the **Insurer** may, in writing, waive any of its rights set forth in this Subrogation Condition.

Any amounts recovered in accordance with this Condition shall be applied in the following order:

- (i) to compensate the **Insurer** and an **Insured** for the costs incurred in making the recovery (such payment to be allocated between the **Insurer** and an **Insured** in the same proportions as they have borne the costs thereof); and
- (ii) to the **Insurer** up to the amount of the **Loss** paid by the **Insurer**; and
- (iii) to an **Insured** in respect of any uninsured element of the **Claim** (including the **Retention** under this **Section**).

10 Innocent Non Disclosure

In granting cover to an **Insured**, the **Insurer** has relied upon the material statements and particulars in the **Submission** together with its attachments and other information supplied. These statements, attachments and information are the basis of cover and shall be considered incorporated into and constitute part of this **Section** and the **Policy**.

The **Insurer** will not exercise its right to avoid this **Section** or the **Policy** on the grounds of any alleged non-disclosure or misrepresentation of facts or alleged untrue statements in any information supplied to it, provided that an **Insured** shall establish to the **Insurer's** reasonable satisfaction that such alleged non - disclosure, misrepresentation or untrue statement was free of any fraudulent conduct or intent to deceive. Where such non - disclosure, misrepresentation or untrue statement has prejudiced the **Insurer's** consideration of terms under this **Section** or the **Policy**, the **Insurer** shall be entitled to charge a reasonable additional premium and/or amend **Section** or **Policy** terms and conditions in light of such prejudice.

Should an **Insured** have failed to inform the **Insurer** before inception of this **Section** or the **Policy** or increase in cover or other variation of its terms of any circumstance of which an **Insured** was aware which might give rise to a **Claim** or payment of **Loss** hereunder, and such failure is accepted by the **Insurer** as having been free of any fraudulent conduct or intent to deceive, the **Insurer's** liability under this **Section** or the **Policy** shall not extend beyond that which would have been owed pursuant to the earliest such previous insurance under which the circumstance could have been notified or that which was available prior to any increase in cover or variation of terms. Furthermore, where such failure to notify a circumstance, as described above, results in prejudice to the handling or settlement of any **Claim** under this **Section** or the **Policy**, the **Insurer** shall be entitled to reduce the indemnity afforded under this **Section** or the **Policy** in respect of such **Claim** (including **Defence Costs**) to such sum as in the **Insurer's** reasonable opinion would have been payable by them in the absence of such prejudice.

11 Administration

The **Policyholder** shall act on behalf of each and every **Insured** with respect to:

- i) negotiating the terms and conditions of and binding cover; and
- ii) the exercise of all rights of **Insured's** under this **Section** or the **Policy**; and
- iii) all notices; and
- iv) premiums; and
- v) endorsements to this **Section** or the **Policy**; and
- vi) the appointment of a member of the **Legal Panel** to defend a **Claim**; and
- vii) dispute resolution; and
- viii) the receipt of all amounts payable to an **Insured** by the **Insurer** under this **Section**.

Public and Products Liability Section

Definitions

1. Injury

- a Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock
- b invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person

2. Employee

- a Any person under a contract of service or apprenticeship with **the Insured**
- b any of the following persons whilst working for **the Insured** in connection with the **Business**
 - i any labour master or labour only subcontractor or person supplied by him
 - ii any self-employed person providing labour only
 - iii any home worker or outworker
 - iv any trainee or person undergoing work experience
 - v any voluntary helper
 - vi any person who is borrowed by or hired to **the Insured**
 - vii any person working under the Community Offenders Act 1978, the Community Service by Offenders (Scotland) Act 1978 or similar legislation
 - viii any prospective employee being assessed by **the Insured** as to their suitability for employment
 - ix any person a court of law in the **United Kingdom** deems to be an employee

3. Business

The **Business** specified in the **Schedule** conducted solely from the **United Kingdom** and including

- a the ownership, maintenance and repair of **Premises** used in connection therewith
- b the provision and management of
 - i canteen, social, sports or welfare organisations for the benefit of **Employees**
 - ii fire and security services of **the Insured**
 - iii ambulance, first aid and medical services

- c the execution of private duties by **Employees** for any partner, director or senior official of **the Insured**
- d the repair and/or servicing of **the Insured's** motor vehicles
- e the training or retraining of any **Employee** at Government or other training centres
- f participation at trade shows, exhibitions or conferences
- g the organisation of or participation by **the Insured** in fund raising or other charitable events
- h the provision of nursery creche or child care facilities where incidental to the **Business**
- i the provision of car parking for the benefit of **Employees**, customers and visitors

4. Territorial Limits

- a the **United Kingdom**
- b in respect of **Injury**, loss or damage caused by or arising from
 - i manual and non-manual work occurring during any temporary visit or journey anywhere in the world (other than the United States of America or Canada) and
 - ii non-manual work occurring during any temporary visit or journey to the United States of America or Canada by any partner, director or Employee of **the Insured** normally resident within the **United Kingdom**
- c anywhere in the world in respect of **Products**

5. Products

Any goods or other property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by **the Insured** in connection with the **Business** and not in the charge or control of **the Insured**

6. Pollution or Contamination

- a All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b all **Injury**, loss or damage directly or indirectly caused by such pollution or contamination. All **Pollution or Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place

Public and Products Liability Section

7. Offshore Installations

- a Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- b any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- c any pipe or system of pipes in the sea or tidal waters
- d any installation which is intended to provide accommodation for persons who work on or from the locations specified in Definition 7.A., 7.B. or 7.C. above

8. An Act of Terrorism

An act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

9. Asbestos

Asbestos or fibres or particles of asbestos or any material containing asbestos.

10. Abuse

Any illegal or offensive act or omission that results in maltreatment of a person and which may be of (but not limited to) a physical sexual verbal psychological emotional or financial nature

Cover

- a **The Insurer** will indemnify **the Insured** against legal liability to pay compensation and claimants' costs and expenses in respect of accidental
- a **Injury** to any person
 - b loss of or damage to material property
 - c nuisance, trespass, obstruction or interference with any right of way, light, air or water occurring within the **Territorial Limits** in connection with the **Business** and arising out of
 - a any claim
 - b the notification of any circumstances which has caused or is alleged to have caused **Injury** loss or damagewhich is
 - i first made in writing to **the Insured** during any **Period of Insurance** and
 - ii notified to **the Insurer** within 30 days of the expiry of such **Period of Insurance**

In addition **the Insurer** will pay costs and expenses incurred by **the Insurer** or with the written consent of **the Insurer**

- a in connection with the defence of any claim
- b for representation of **the Insured**
 - i at any coroners inquest or fatal accident inquiry in respect of death
 - ii at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **Injury**, loss or damage

which may be the subject of indemnity under this **Section**.

Limit of Indemnity

- a **the Insurer's** liability for all compensation payable in respect of
- i any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
 - ii all claims first made against **the Insured** for **Injury**, loss and damage during any one **Period of Insurance** and caused by or arising from **Products**

- iii all claims first made against **the Insured** and notified to **the Insurer** during any one **Period of Insurance** caused by or arising from **Pollution** or **Contamination**

shall not exceed the Limit of Indemnity stated in the **Schedule**.

- b In respect of all claims against **the Insured** made within the legal jurisdiction of the United States of America or Canada or any dependency or trust territory the Limit of Indemnity shall be inclusive of the amount of all
 - i claimants' costs and expenses
 - ii costs and expenses incurred by **the Insurer** or with the written consent of **the Insurer** in connection with the defence of such claims

Provided that

- i in respect of an **Act of Terrorism** the liability of **the Insurer** shall not exceed the Limit of Indemnity stated in the **Schedule** or £5,000,000 (whichever is the lesser).

If **the Insurer** alleges that by reason of this limitation any loss damage or expense is not covered the burden of proving the contrary shall be upon **the Insured**.

- ii in respect of the indemnity provided under this **Section** for Extension K - Corporate Manslaughter and Corporate Homicide Act 2007 Legal Defence Costs:-
 - a the liability of **the Insurer** shall not exceed £5,000,000 or the Limit of Indemnity stated in the **Schedule** (whichever is the lesser) in any one **Period of Insurance**
 - b all amounts payable will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**
 - c where **the Insurer** has already indemnified **the Insured** in respect of legal costs or expenses incurred in connection with the defence of any criminal proceedings (including appeals against conviction arising from such proceedings) arising out of the same cause or occurrence which gave rise to said proceedings under another **Section** of the **Policy** the amount paid under that **Section** shall contribute to the maximum amount payable under this **Section**.

Extensions

(Subject to the terms limits conditions and exclusions of this Section and the Policy)

A. Indemnity to Other Parties

The indemnity provided by this Section will also apply:

- a in the event of the death of **the Insured**, to any personal representative of **the Insured** in respect of liability incurred by **the Insured** and if **the Insured** so request **the Insurer** will indemnify the following parties
- b any officer or committee member or other member of **the Insured's** canteen, social, sports, welfare organisations, fire and security services or ambulance, first aid and medical services against liability incurred in such capacity
- c any partner, director or **Employee** of the **Insured** against liability incurred in such capacity and in respect of which **the Insured** would have been entitled to indemnity under this Section if the claim had been made against **the Insured** as though each party were individually named as **the Insured** in this Section
- d any principal for whom **the Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by **the Insured** and in respect of which **the Insured** are legally liable and would have been entitled to indemnity under this Section if the claim had been made against **the Insured** Provided that
 - i each such party shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply
 - ii **the Insurer's** liability to **the Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity specified in the **Schedule**.

B. Joint Insured Cross Liabilities

If more than one party is named as **the Insured** this Section shall apply as though each were insured separately provided that **the Insurer's** liability to all parties indemnified shall not exceed in total the Limit of Indemnity stated in the **Schedule**.

C. Overseas Personal Liability

The **Business** is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner, director or **Employee** of **the Insured** or family member of such partner, director or **Employee** normally resident within the **United Kingdom** in the course of any journey or temporary visit to any other country made in connection with the **Business**.

D. Motor Contingent Liability

The Insurer will indemnify **the Insured** in the terms of this Section against liability arising out of the use in connection with the **Business** of any vehicle not owned, provided or being driven by **the Insured** but this Section does not cover liability

- a in respect of loss of or damage to such vehicle
- b arising out of any such use in any country outside the European Union
- c incurred by any party other than **the Insured**
- d incurred by any party identified in Extension A. (Indemnity to Other Parties) other than an **Employee**
For the purpose of this cover Exclusion 1. (Injury to **Employees**) does not apply

E. Health and Safety at Work – Legal Defence Costs

The Insurer will indemnify **the Insured** and if **the Insured** so request any partner, director or **Employee of the Insured** in the terms of this Section in respect of

- a costs and expenses incurred with **the Insurer's** written consent
- b costs and expenses of the prosecution awarded against any such party in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business** Provided that
 - i the proceedings relate to the health, safety or welfare of any person other than an **Employee**
 - ii **the Insurer** shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not, pay for

- a fines or penalties of any kind
- b proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- c cost or expenses insured by any other insurance

F. Data Protection Act

The Insurer will indemnify the Insured and if the Insured so requests any Employee or director or partner of the Insured for damage or distress occurring as a result of an offence under Section 168 of the Data Protection Act 2018 committed during the Period of Insurance within the United Kingdom and arising in connection with the Business provided that the Insured is a registered with the Information Commissioner's Office.

The Insurer will not pay for

- a any damage or distress caused by any deliberate act or omission by the Insured the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
- b the payment of fines or penalties
- c the costs and expenses of replacing, reinstating, rectifying or erasing, blocking or destroying Data or Personal Data
- d any damage or distress caused by any act of fraud or dishonesty
- e liability arising from the recording, processing or provision of Data or Personal Data for reward or to determine the financial status of any person

For the purpose of this Extension

Data includes but is not limited to Personal Data, facts, concepts and information, software or other coded instructions in a formalised manner useable for communications, interpretation or processing.

Personal Data means any information relating to an Identifiable Natural Person.

An Identifiable Natural Person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

The liability of the Insurer under this Extension shall not exceed the Limit of Indemnity shown in the Schedule or £2,000,000 (whichever is the lesser) and such Limit of Indemnity shall be inclusive of the amount of all claimants' costs and expenses and all costs and expenses incurred by the Insurer or with the written consent of the Insurer in connection with the defence of any claim.

G. Defective Premises Act 1972

The Insurer will indemnify the Insured in the terms of this Section against liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises or land disposed of by the Insured Provided that this Extension does not cover

- a the cost of rectifying any damage or defect in the premises or land disposed of
- b liability for which the Insured is entitled to indemnity under any other insurance
- c the presence of Asbestos

H. Consumer Protection and Food Safety Acts – Legal Defence Costs

The Insurer will indemnify the Insured and if the Insured so request any partner, director or Employee of the Insured in the terms of this Section in respect of legal costs and expenses incurred with the written consent of the Insurer in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under

- a Part 2 of the Consumer Protection Act 1987 or
- b Section(s) 7, 8, 14, and/or 15 of the Food Safety Act 1990 committed or alleged to have been committed during the Period of Insurance in connection with the Business Provided that the Insurer shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

- a fines or penalties of any kind
- b proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- c cost or expenses insured by any other policy

Extensions

I. Court Attendance Compensation

If during the **Period of Insurance** any partner, director or **Employee** of **the Insured** is required to attend court as a witness at the request of **the Insurer** in connection with a claim which is the subject of indemnity under this **Section** **the Insurer** will pay compensation to **the Insured** on the following scale for each day that attendance is required:

- i any director or partner £750
- ii any **Employee** £250

J. Contractual Liability

In respect of liability assumed by **the Insured** by a contract or agreement entered into by **the Insured** and which would not have attached in the absence of such contract or agreement, the indemnity provided by this **Section** shall only apply if the sole conduct and control of any claim is vested in **the Insurer**

Provided that **the Insurer** shall not in any event provide indemnity

- a under Exclusion 9. a. except as stated therein
- b in respect of liquidated damages or fines or damages imposed by or payable by or payable under any penalty

K. Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs

The Insurer will indemnify **the Insured** in respect of

- a legal costs and expenses incurred with the prior written consent of **the Insurer** and
- b costs of the prosecution awarded against **the Insured** in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury occurring during the **Period of Insurance** in the course of the **Business** and which may be the subject of indemnity under this **Section** Provided that **the Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of **the Insured** prior to their appointment

The Insurer will not pay for

- i any fines or penalties imposed on **the Insured** or the cost of implementing any remedial order or publicity order
- ii legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against **the Insured** at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
- iii costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv costs and expenses in connection with the defence of any criminal proceedings brought in any country other than in the **United Kingdom**
- v costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **the Insured** or any partner or director of **the Insured** or any **Employee**.

L. Obstructing Mechanically Propelled Vehicles

If a mechanically propelled vehicle which is not the property or responsibility of **the Insured** causes an obstruction within the **United Kingdom** to the extent of interfering with the carrying out of the **Business** then notwithstanding Exclusion 5 (Mechanically Propelled Vehicles) **the Insurer** will indemnify **the Insured** in the terms of this **Section** in respect of the legal liability of **the Insured** for the **Injury** or loss of or damage to material property arising from the movement of such vehicle by **the Insured** or by any **Employee**

Provided that

- a such movement shall be limited to the minimum necessary to clear the obstruction
- b the indemnity will not apply to loss of or damage to such vehicles or its contents
- c this Extension shall not apply to circumstances for which a certificate of insurance or security is required in accordance with road traffic legislation.

M. Extended Notification Period

In the event of **the Insurer** not inviting renewal of this **Policy** for reasons other than non-compliance with the terms or conditions of this **Policy** or **the Insured** retiring or ceasing to participate in the **Business**, **the Insurer** will extend the period in which **the Insured** can notify **the Insurer** of claims for an additional 12 month period beginning at the end of the **Period of Insurance**.

The total amount payable for compensation in respect of claims made during the final **Period of Insurance** together with those made under the terms of this Extension shall not exceed the limit of indemnity for the final **Period of Insurance**.

Provided that the Insurer shall not in any event provide indemnity where

- a the incident that led to the claim occurred after the end of the **Period of Insurance**
- b indemnity is provided by any other insurance

Exclusions

1. Injury to Employees

liability in respect of **Injury** to any **Employee** arising out of and on the course of the employment or engagement of such person by **the Insured**.

2. Work on Offshore Installations

liability in respect of Injury, loss or damage arising in connection with work on or travel to or from **Offshore Installations**

3. Fines, penalties, liquidated, punitive, exemplary or aggravated damages

liability in respect of

- a fines, penalties or liquidated damages
- b punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages

4. Pollution or Contamination

liability in respect of

- a **Pollution or Contamination** occurring in the United States of America or Canada or any dependency or trust territory
- b **Pollution or Contamination** occurring elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**

5. Mechanically Propelled Vehicles

liability arising out of the ownership, possession or use by or on behalf of **the Insured** of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply

- i while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
- ii in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle

except where more specifically insured by any other policy

6. Vessels or Craft

liability arising out of the ownership, possession or use by or in behalf of **the Insured** of any

- a aircraft or other aerial device made or intended to travel though air or space
- b any water-borne vessel or craft other than
 - i those used for business entertainment purposes within inland waters
 - ii hand propelled or sailing watercraft whilst within inland waters and exceeding 75 feet in length

7. Property in the charge or control of the Insured

liability in respect of loss of or damage to any property belonging to or in the charge or control of **the Insured** other than

- a personal effects or vehicles of any partner, director or **Employee** of or visitor to **the Insured**
- b premises (and their contents) not belonging, leased, rented or hired to **the Insured** but temporarily in the charge of **the Insured** for the purpose of carrying out work
- c **Premises** (including their fixtures and fittings) leased, rented or hired to **the Insured** but this **Section** does not cover liability attaching to **the Insured** solely under the terms of any tenancy or other agreement

8. Damage to Goods Supplied

liability in respect of

- a loss of or damage to any goods or other property sold, supplied, delivered, installed or erected by or on behalf of **the Insured**
- b all costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of
 - i any such goods or property
 - ii any defective work executed by or on behalf of **the Insured**

except that 8.a and 8.b.i above shall not apply to liability in respect of loss of or damage to the said goods or property if such loss or damage is caused by or arises from any alteration, repair or servicing work executed by **the Insured** under a separate contract

Exclusions

9 Products

liability in respect if any **Injury**, loss or damage caused by or arising from **Products** but this shall not apply to liability arising out of

- a any **Products** connected with the activities referred to in Definitions 3. B. 3.C, 3G and 3H.
- b any food or drink supplied to partners, directors, **Employees** or non-paying guests of **the Insured**
- c the disposal of furniture and office equipment originally intended solely for use by **the Insured** in connection with the **Business** and which is no longer required for that purpose
- d the accidental obstruction of pedestrian or vehicular caused by any load delivered by any vehicle of **the Insured**
- e the provision of gifts and promotional material

10. Design

liability for **Injury**, loss or damage arising out of or in connection with design, formula, specification, inspection, certification or testing provided or performed for a fee by or on behalf of **the Insured**

11. Contract Works and J.C.T Clause 6.5.1

liability in respect of loss of or damage to any property

- a comprising or to be incorporated in the contract works in respect of any contract undertaken by **the Insured**
- b against which **the Insured** are required to effect insurance under the terms of Clause 6.5.1 of the J.C.T (R.I.B.A) Conditions of Contract or of any other contract condition requiring insurance of a like kind.

12. Computer Date Recognition

liability arising directly or indirectly from the failure of any computer or other equipment or system for processing, storing, or retrieving data, whether the occurring before, during or after the year 2000, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure

- i correctly to recognize any date as its true calendar date

- ii to recognize, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- iii to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.

13. Excess

the amount of the **Excess** shown in the **Schedule**

14. Abuse

Liability in respect of **Injury** arising directly out of or in connection with **Abuse**

15. Retroactive Date

Liability in respect of **Injury** loss or damage occurring prior to the retroactive date stated in the **Schedule**

16. Asbestos

- a liability in any way caused by, arising from or contributed to by
 - i exposure to or inhalation of **Asbestos**
 - ii fear of the consequences of exposure to or inhalation of **Asbestos**
- b liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property arising out of the presence of **Asbestos**

17. Cyber Event

any loss, damage, expense or liability howsoever arising out of a **Cyber Event**.

Definitions

Cyber Event means

- a any unauthorised **Processing** of **Data** by **the Insured**
- b any breach of laws and infringement of regulations pertaining to the maintenance or protection of **Data**
- c any **Network Security Failure** in the **Insured's Sphere**

Data includes but is not limited to **Personal Data**, facts, concepts and information, software or other coded instructions in a formalised manner useable for communications, interpretation or processing.

Personal Data means any information relating to an identified or **Identifiable Natural Person**.

An **Identifiable Natural Person** is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Damage to Data means any loss, destruction or corruption of **Data**. Any **Damage to Data** of a **Third Party** by **the Insured** is not deemed to be a **Cyber Event** if there is not any **Network Security Failure** involved.

Insured's Sphere means any system or device leased, owned, operated, or lost by or which is made available or accessible to **the Insured** for the purpose of **Processing Data**.

Network Security Failure means any non-physical and technological failure of computer system security or other technological security measures leading to unauthorised access and/or theft of **Data**, loss of operational control of **Data**, transmission of virus or malicious code and/or denial of service.

This exclusion does not apply to

- 1 Bodily injury, death or disease to any person
- 2 Loss of or damage to material property including any consequential financial losses caused by the operation of **the Insured's Business**
- 3 Nuisance, trespass, obstruction or interference with any right of way, light, air or water
- 4 **Pollution or Contamination** occurring other than in the United States of America or Canada, and caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**

Section Conditions

1. Other Insurances

The Insurer will not indemnify the Insured in respect of liability which is insured by or would but for the existence of this Section be insured by any other policy or section except in respect of any excess beyond the amount payable under such other policy or section or which would have been payable under such other policy or section had this Section not been effected.

2. Alteration in Risk

The Insured must notify the Insurer as soon as possible if during the Period of Insurance there is any alteration:

- a in or to the Business
- b in the ownership of the Insured
- c to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by the Insured to the Insurer at inception, renewal or variation of the Policy

which materially increases the risk of legal liability to pay costs and expenses as insured by this Section.

Upon being notified of any such alteration, the Insurer may, at its absolute discretion

- a continue to provide cover under this Section on the same terms
- b restrict the cover provided under this Section
- c impose additional terms
- d alter the premium
- e cancel this Section and the Policy.

If the Insured fails to notify the Insurer of any such alteration, the Insurer may

- a treat this Section and the Policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired Period of Insurance, if the Insurer would have cancelled this Section and the Policy had it known of the increase in risk

- b treat this Section and the Policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the Insurer would have applied had it known of the increase in risk
- c reduce proportionately the amount paid or payable on any claim, the proportion for which the Insurer is liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurer would have charged had it known of the increase in risk.

3. Premium Adjustment Condition

- a the premium in respect of this Section of the Policy is:
 - i based on exposure estimates provided by the Insured for the Period of Insurance and will be adjusted annually on a declaration basis to reflect the actual exposure
 - ii the minimum premium payable by the Insured after declaration adjustment
- b if the Insured fail to supply a declaration within two months of the expiry of the Period of Insurance the Insurer shall be entitled to make a reasonable estimate and adjust the premium accordingly.