



International Commercial Select policy wording



Chartered

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.

Your International 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 contact your insurance adviser.

The parts of the Policy which form your contract with 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 General Definitions; the Insuring Clause; the General Exclusions and General Conditions, all of which apply to all Sections of the Policy
- the Sections of cover selected by you (as shown on the Schedule)
- the Exclusions and Conditions which apply to the Sections 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.

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.

General Definitions

The following definitions apply to this Policy, unless amended by Section Definitions, and are denoted by a capital first letter throughout this Policy.

Business

The Business Description stated in the Schedule.

Defined Territories

The United Kingdom or any other country specified in the Schedule.

Excess

(not applicable to the United Kingdom Employers' Liability Section)

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

European Economic Area Cover

Where the European Economic Area Cover endorsement is added to the Schedule, this Master Policy shall act as the Local Policy.

GBP

British Pound Sterling (£).

Insured

The Insured named and shown in the Schedule.

Insurer

Allianz Insurance plc.

Limit of Liability

The maximum limit of cover the Insurer will provide for specified provisions as detailed within this Policy or the Schedule.

Local Policy

Local Policy shall mean a policy issued for the Insured by or on behalf and at the request of the Insurer in conjunction with this Policy in a territory where such policy is required by the Insured or to comply with legal requirements.

Master Policy

Master Policy shall mean this Policy.

Period of Insurance

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

Policy

The contract of insurance formed of the documents described in the Introduction.

Premises

The buildings at the address or addresses as declared to and agreed by the Insurer, including their grounds, all within the boundaries for which the Insured are responsible and being, unless more specifically described, occupied by the Insured for the purpose of the Business.

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.

Section/Sections

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

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.

United Kingdom

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

General Exclusions

This Policy does not cover

1 Radioactive Contamination

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 United Kingdom Employer' 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 United Kingdom Employers Liability Section.

2 War (Not applicable to the United Kingdom Employer's Liability, and Great Britain Terrorism Sections)

Any claim, loss, damage, destruction, death, injury, disablement or liability, cost or expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- a** war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- b** the discovery, detonation or explosion of Munitions (including both controlled and uncontrolled detonations and explosions), whether or not a state of war is current at the time of discovery, detonation or explosion; or
- c** any action taken to disarm, diffuse, dispose of, neutralise, make safe, or otherwise move Munitions, whether or not a state of war is current at the time,

regardless of any other cause or event operating concurrently, independently or in any other sequence to cause the loss, damage or liability.

For the purposes of this Exclusion:

Loss includes, but is not limited to, financial and business interruption loss (including business interruption loss covered under the Extensions to the Business Interruption Sections), physical loss, loss of value, marketability or use of property, fines and penalties.

General Exclusions continued

Munitions mean any weapons or munitions from a current or historic war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power, including but not limited to bombs, missiles, torpedoes, mines, ammunition, explosive devices, or any parts thereof, and any unexploded, derelict, abandoned and unused munitions or weapons.

3 Terrorism (Not applicable to the United Kingdom Employers' Liability, Public and Products Liability or Great Britain 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 by the Territorial Sea Act 1987:

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 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 His Majesty's government in the United Kingdom or any 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 to 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.

General Exclusions continued

4 Cyber and Data Events

(Not applicable to Great Britain Terrorism, United Kingdom Employers' Liability and Public and Products Liability Sections)

any Cyber Loss;

- a** any claim, loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused or contributed to by, arising out of or in connection with, or consisting of any Data Loss; or
- b** any cost, expense or fee incurred in replacing, reinstating, recovering, restoring or reproducing intangible elements of any Computer System,

regardless of any other cause or event operating or contributing concurrently, independently or in any other sequence to cause the claim, loss or damage.

But, subject to all the terms, conditions, limitations, exclusions and endorsements to this Policy:

- i** this exclusion will not apply to Physical Damage to Tangible Property at the Premises during the Period of Insurance by a Non-Cyber Cause which itself results from a Cyber Act or Cyber Incident, together with any business interruption solely and directly resulting from such Physical Damage to Tangible Property, provided always that the Policy will not cover:
 - a** any loss, costs or expenses comprising or consisting of Data Loss (including where resulting from Physical Damage to Tangible Property) other than as set out in sub-clause **ii** below

- b** any loss, distortion, erasure, corruption or alteration of or inability to access or use any other intangible property or assets or intangible elements of Computer Systems (including where resulting from Physical Damage to Tangible Property) or any business interruption resulting therefrom
 - c** any business interruption caused or contributed to by any Data Loss which results directly or indirectly from Physical Damage to Tangible Property.
- ii** should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage by a Non-Cyber Cause which is otherwise insured by this Policy, this exclusion will not apply to the cost of repairing or replacing the damaged Data Processing Media plus the costs of copying Data from back-up or from originals of a previous generation onto the replacement or repaired Data Processing Media, but only where such back-ups or originals of a previous generation still exist and are accessible and provided always that the Policy will not cover:
- a** any research and engineering costs
 - b** any costs of recreating, gathering or assembling the Data
 - c** any reduction in value of Data or any amount pertaining to the value of such Data to the Insured or any Third Party, even if such Data cannot be recreated, gathered or assembled or copied from back-up or from originals of a previous generation
 - d** any business interruption loss caused directly or indirectly by or contributed to by any Data Loss or by the copying from back-ups or originals of any Data.

General Exclusions continued

For the purposes of this Exclusion

Any reference to the word 'loss' includes, but is not limited to, financial and business interruption loss (including business interruption loss covered under any or all of the Extensions to the Business Interruption Sections), physical loss, loss of value, marketability or use of property (including intangible property), fines and penalties, other than where this exclusion refers specifically to a particular type of loss, such as 'physical loss' or loss comprising or consisting of loss of Data or loss of other intangible property, in which case the word 'loss' will be interpreted in the context within which it is used

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, virtual server, cloud or microcontroller, including any similar system or any configuration or networks of the aforementioned and including any associated input, output, data storage or processing device, networking equipment, internet, intranet, virtual private network or similar facilities, or back up facility, located anywhere in the world and irrespective of whether such computer system is owned or operated by the Insured or any Third Party

Cyber Loss means any claim, loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused or contributed to by, or arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken or advice given to control, prevent, suppress, or remediate any Cyber Act or Cyber Incident or to mitigate or otherwise reduce the effects of any Cyber Act or Cyber Incident

Cyber Act means any unauthorised, malicious or criminal act (whether or not directed at the Insured), regardless of time and place, or the threat or hoax thereof, involving access to, processing, use, manipulation or operation of, or impairing any Computer System or Data, including but not limited to any unauthorised or malicious direction of network traffic or introduction of code, malware, virus or ransomware

Cyber Incident means:

- a any error or omission involving access to, processing of, use of or operation of any Computer System, whether any such error or omission is made by or on behalf of the Insured or any Third Party
- b any partial or total unavailability or failure of or reduction in functionality or operability of any Computer System (whether temporary or permanent) or inability to access, process, use or operate any Computer System; or
- c any partial or total inability to access, process, transmit, store or use any Data or any error or omission involving accessing, processing, transmitting, storing or using any Data, whether any such error or omission is made by or on behalf of the Insured or any Third Party

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form which is (or is capable of being) used, accessed, processed, transmitted or stored by a Computer System

Data is not limited to the Insured's Data but includes Data which is owned, accessed, processed, transmitted, stored or used by any Third Party anywhere in the world

General Exclusions continued

Data Loss means any loss, distortion, erasure, corruption, theft, alteration, or manipulation of Data (whether temporary or permanent) or loss of use, reduction in functionality or reduction in value of Data or the act of (and costs and expenses associated with) repairing, replacing, reinstating, recovering, restoring or reproducing any Data

Data Processing Media means any tangible property insured by this Policy on which Data can be stored but not the Data itself

Non-Cyber Cause means a cause, other than a Cyber Act, Cyber Incident, Data Loss or other cyber related cause, which is not otherwise excluded by the Policy

Physical Damage to Tangible Property means accidental, physical loss, damage or destruction to tangible property insured under this Policy which is owned by the Insured or for which the Insured is responsible, excluding any Data and intangible elements of Computer Systems

Third Party means any person or entity other than the Insured (including, but not limited to, information technology and computer service suppliers, data centre operators, internet service providers, customers or suppliers of the Insured, transport operators, infrastructure providers, utilities and supply undertaking service providers or producers, telecommunication service providers and persons or entities wholly unconnected with the Insured, its Business, its Computer Systems or any Data which it owns, uses or relies on).

5 Contagious and Infectious Disease

(Not applicable to United Kingdom Employer's Liability, Public and Products Liability and Great Britain 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 and Infectious Disease;
- b the fear or threat (whether actual or perceived) of a Contagious and 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.

General Exclusions continued

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:

- 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, microorganism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a Contagious or Infectious Disease.

6 Nationalisation

(Not applicable to the United Kingdom Employers Liability Section)

Loss, damage, destruction, cost, expense or consequential loss occasioned by nationalisation, confiscation, expropriation, selective discrimination, deprivation, requisition or seizure by the Government or any public authority.

General Exclusions continued

7 Biological or Chemical Materials

(Not applicable to the United Kingdom Employers' Liability and Great Britain Terrorism Sections)

Any claim, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event operating or contributing concurrently, independently or in any other sequence to cause the claim, loss or damage.

8 Sanctions

Loss or benefit for any business or activity to the extent that the provision of such cover, payment of any claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. For the avoidance of doubt any valid licence from the Office of Financial Sanction Implementation or similar authorised regulatory body shall have no bearing on this insurance, and this Policy will consider the sanction, prohibition or restriction to remain in force.

General Conditions

1 Fair Presentation of the Risk

- 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

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.

3a Claims

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

General Conditions continued

- 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** provide the Insurer, at the Insured's expense, all information as the Insurer may reasonably require as soon as reasonably possible
- 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.

3b Claims – Non Admitted Territories

Where the Insurer is by law or circumstance outside its control prevented from indemnifying the Insured locally then

- i** the Insured will be required to handle the defence and investigation of any such claims arising outside the United Kingdom

- ii** the Insured shall seek and shall be entitled to such guidance as the Insurer can properly provide and the Insurer may at its discretion take full conduct and control of the claim
- iii** the Insured shall act upon the best available advice as to whether and in what manner the claim should be resisted or negotiated but any proposed settlement shall be subject to prior approval by the Insurer if it should so require

Subject to the Insured's compliance with paragraphs **ii.** and **iii.** above the Insurer shall repay all sums disbursed by the Insured against proper discharge from further liability whether by way of claimant's damages or costs or of costs reasonably incurred in defending or negotiating the claim. All claims for which the Insurer accepts liability under this policy will be paid in GBP in the United Kingdom.

Provided that nothing contained herein shall serve to limit the Insured's duties as set out in the Claims Conditions of any Section or the General Conditions of this Policy.

4 Cancellation

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 this Master Policy is cancelled, rescinded, not extended, not renewed or terminated in any way then the other connected Local Policy(s) forming a part of the programme under this Master Policy shall be deemed to expire concurrently without the necessity of any additional notice of cancellation.

If the premium for this Policy is paid by instalments and in the event that the Insured fail 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.

General Conditions continued

5 Fraud

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

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 the 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 Choice of Law & Jurisdiction

The Insurer and the Insured have agreed that

- a** this Policy shall be considered a contract made between the parties in England and shall in all aspects relating to the validity formation interpretation and performance of this contract be governed by and construed in accordance with the laws of England and Wales irrespective of where the risks insured are situated or where events occur
- b** in the event of any dispute or difference relating to the validity formation interpretation or performance of this Policy each party has agreed to submit to the exclusive jurisdiction of the courts of England and Wales (and any arbitration under the Arbitration General Condition shall be held in London)
- c** the language of the Policy and all communications to it will be in English.

General Conditions continued

9 Rights of Parties

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

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

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 condition precedent to the liability of the Insurer that the Insured must comply with all survey risk improvement recommendations classified as High Priority or Important required by the Insurer within completion time scales specified by the Insurer.

In the event that a recommendation classified as High Priority or Important by the Insurer 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

General Conditions continued

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.

12 Currency

The premium, tax or similar charge payable under this Policy shall be paid or payable in the United Kingdom and made in GBP.

All claim payments under this Policy shall be paid or payable in the United Kingdom and made in GBP.

In respect of a claim which occurs outside of the United Kingdom, then the local currency value of any claim or applicable limit of indemnity, sum insured, limit, deductible or excess, shall be converted to GBP at the rate of exchange prevailing at the time of the settlement of the amount of the claim or, if interim payments are made, at the date of such payment. The rate of exchange shall be as published in the Financial Times at 9.00am British standard time on the appropriate date or its first publication thereafter.

13 Insurance Tax and Charges

The Insured will make available to the Insurer all information, inclusive of estimates, on risks situated outside Great Britain relevant for the calculation of any premium, insurance tax or similar charge. The Insurer shall not be liable for the payment of any tax or similar charge in relation to this Policy where the Insured is obliged to pay such tax or charges directly to the authorities.

Should the basis of any calculation be questioned by any tax authority and should the Insurer be obliged to pay any additional insurance tax (or similar charge), the Insured will reimburse the Insurer for such payment of such insurance tax (or similar charge) irrespective of the moment in time that the payment by the Insurer takes place.

The parties hereto agree that any statutory time-bar on claims from the Insurer to the Insured will be deemed to start at the day of payment by the Insurer to the relevant authority.

14 Arbitration

All disputes and differences which may arise under or out of or in connection with or in relation to this Policy or to its existence validity or termination or to the determination of the amount or any amounts payable under this Policy shall be referred to Arbitration under ARIAS Rules.

The Arbitral Tribunal shall consist of three Arbitrators. One shall be appointed by the Claimant, one shall be appointed by the Respondent, and a 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 no 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 ARIAS (UK) will appoint an arbitrator to fill the vacancy.

At any time prior to the appointment by ARIAS (UK) the party or arbitrators in default may make such appointment.

General Conditions continued

The Tribunal may, at its sole discretion, make such orders and directions as it considers to be 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 decisions.

The seat of arbitration shall be London. The proper law of this contract shall be the law of England and Wales.

In the event that the Arbitration provisions in this Policy shall be held to be invalid in whole or in part all disputes arising under out of or in connection with or in relation to this Policy shall be subject to the exclusive jurisdiction of the Courts of England and Wales and the law applicable to the construction and interpretation of this Policy and governing all such disputes shall in any event be the law of England and Wales.

15 Multiple Insureds

If there is more than one entity insured under this Policy then

- a** the total liability of the Insurer under this Policy to such insured entities shall be the same amount as if there was only one Insured entity and such amount shall not exceed any Sum Insured or limit stated therein
- b** the total liability of the Insurer to all insured entities under this Policy collectively in respect of the cover insured by the Policy shall not exceed the Total Sum Insured or in respect of any item its Sum Insured or any other stated Limit of Liability
- c** any payment or payments made by the Insurer or other expenses incurred by the Insurer in settlement of a claim under the Policy, to any one or more of the insured entities, shall reduce to the extent of that payment or expense the liability of the Insurer to all such insured entities.

Master Policy Clauses

1 Difference in Conditions

If any Local Policy by virtue of its terms conditions limitations and exclusions does not indemnify the Insured in respect of loss destruction of or damage to the Property Insured nor indemnify the Insured against legal liability and other costs and expenses in whole or part the Insurer will indemnify the Insured under this Policy for the difference between;

- i the terms and conditions in the Local Policy; and
- ii the terms and conditions in this Policy to the extent that such indemnity is not provided by the Local Policy but which would have been provided had such Local Policy had the same terms and conditions as this Policy

Provided that

- a the Insurer shall not be liable in respect of loss destruction of or damage excluded by this Policy
- b the Insurer shall not be liable in respect of any peril or event provided by the Local Policy not insured by this Policy
- c in respect of each Local Policy the Insurer shall not be liable in respect of that part of any loss which under any Local Policy is required to be borne by the Insured
- d the Insurer shall not be liable in respect of any government voluntary or compulsory insurance scheme or locally imposed self insurance
- e the Insurer shall not be liable in respect of losses arising from a shortfall in cover under any Local Policy brought about by the operation of an average or similar under insurance condition
- f the Insurer shall not be liable due to the breach of any condition or warranty in respect of any Local Policy or government voluntary or compulsory insurance scheme

Special Conditions

- 1 The Local Policy shall be maintained in force without reduction or restriction in cover during the Period of Insurance.

No claim under this Policy shall be payable unless the terms of this Special Condition have been complied with.

- 2 Any claim for loss destruction of or damage must first be submitted to the insurer of the Local Policy.
- 3 No coverage is provided under this Policy due to a lack of recovery by the Insured due to insolvency or other financial failure of the insurer that issued the Local Policy.

Provided that this Condition shall not apply if the Local Policy is issued by an insurer that is a member of the Allianz Group.

- 4 All payments made under this Policy shall be counted diminution of the limits of liability or sums insured specified in this Policy or the Schedule.
- 5 The aggregate liability of the Insurer to the Insured (including any subsidiary and/or associated and/or affiliated companies or any number of separate Insured's under this Policy or Local Policy) shall not exceed the sums insured or limits of indemnity set out in this Policy
- 6 This Policy shall not apply in respect of any policy arranged in the United States of America or Canada.
- 7 Indemnity under this Extension is subject always to the terms conditions limitations and exclusions of this Policy and the Period of Insurance as stated in the Schedule.

Master Policy Clauses continued

2 Difference in Limits

If any Local Policy by virtue of its terms conditions limitations and exclusions does not indemnify the Insured in respect of loss destruction of or damage to the Property Insured nor indemnify the Insured against legal liability and other costs and expenses in whole or part the Insurer will indemnify the Insured under this Policy for the difference between

- i the Limit of Liability or Sums Insured specified in the Local Policy and
- ii the Limits of Liability or Sums Insured specified in this Policy

Provided that

- a the Insurer shall not be liable in respect of loss destruction or damage excluded by this Policy
- b the Limits of Liability or Sums Insured specified in the Local Policy have been exceeded
- c in respect of each Local Policy
 - i the Insurer shall not be liable in respect of that part of any loss which under any Local Policy is required to be borne by the Insured
 - ii this Policy shall not provide an indemnity in respect of the greater of any deductible excess or franchise applying under any Local Policy and the first £1,000 of all compensation and claimants' costs and expenses payable in respect of each and every claim
- d the Insurer shall not be liable in respect of any government voluntary or compulsory insurance scheme or locally imposed self insurance
- e the Insurer shall not be liable in respect of losses arising from a shortfall in cover under any Local Policy brought about by the operation of an average or similar under insurance condition
- f the Insurer shall not be liable due to the breach of any condition or warranty in respect of any Local Policy or government voluntary or compulsory insurance scheme

Special Conditions

- 1 The Local Policy shall be maintained in force without reduction or restriction in cover during the Period of Insurance.

No claim under this Extension shall be payable unless the terms of this Special Condition have been complied with.

- 2 The insurance provided under this Extension shall always be excess over the Local Policy unless otherwise agreed by the Insurer in writing.
- 3 Any claim for loss destruction or damage must first be submitted to the insurer of the Local Policy.
- 4 No coverage is provided under this Policy due to a lack of recovery by the Insured due to insolvency or other financial failure of the insurer that issued the Local Policy.

Provided that this Condition shall not apply if the Local Policy is issued by an insurer that is a member of the Allianz Group.

- 5 All payments made under this Policy shall be counted in diminution of the limits of liability or sums insured specified in this Policy or the Schedule.
- 6 The aggregate liability of the Insurer to the Insured (including any subsidiary and/or associated and/or affiliated companies or any number of separate Insured's under this Policy or any Local Policy) shall not exceed the Sums Insured or Limits of Liability set out in this Policy or the Difference in Limits Limit of Liability specified in the Schedule.
- 7 This Policy shall not apply in respect of any policy arranged in the United States of America or Canada.
- 8 Indemnity under this Extension is subject always to the terms conditions limitations and exclusions of this Policy and the Period of Insurance as stated in the Schedule.

Master Policy Clauses continued

Aggregate Loss Limit

The aggregate liability of the Insurer for any one claim to the Insured shall not exceed the Policy Limit or any relevant sublimit set out in the Policy and Schedule. Provided that in the event that more than one claim is made either pursuant to Local Policies and under this Policy as Master Policy and or Freedom or Services in respect of any one claim and the total paid in respect of such claims in the aggregate shall exceed the Policy Limit of such relevant sublimit hereunder the Insured shall reimburse or as the case may be pay to the Insurer a sum equal to the amount by which the aggregate loss limit shall exceed the Policy Limit of relevant sublimit.

Said reimbursement shall be made by the Insured to the Insurer as soon as practicable but not to exceed 90 days after the payment of such claims is notified by the Insurer as having exceeded the Aggregate Loss Limit.

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 Allianz Complaints Team at:

Allianz Complaints Team
Allianz Insurance plc
PO Box 5291
Worthing
BN11 9TD

Telephone number: **01483 552438**
Fax number: **01483 790538**
Email: commercialcomplaints@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: 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 fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on **0800 678 1100** or **0207 741 4100**.

Privacy Notice Summary

Please find below a summary of our Privacy Notice.
The full notice can be found on the Allianz UK website:
allianz.co.uk/privacy-notice.html.

If you would like a printed copy of our Privacy Notice, please contact the Data Rights team using the details below.

Allianz Insurance plc is the data controller of any personal information given to us about you or other people named on the policy, quote or claim. It is your responsibility to let any named person know about who we are and how this information will be processed.

When we refer to “we”, “us” and our in this notice it means Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Pet Plan Limited and Vet Envoy Limited who are all part of the Allianz UK Group which includes insurance companies, insurance brokers and other companies owned by the Allianz UK Group.

Please see link for a detailed list of these companies here:
allianz.co.uk/about-allianz/our-organisation.html#azuk.

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.

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

Telephone: **0208 231 3992**
Email: datarights@allianz.co.uk
Address: Allianz Insurance plc,
PO Box 5291
Worthing
BN11 9TD

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

Telephone: **0330 102 1837**
Email: dataprotectionofficer@allianz.co.uk
Address: Data Protection Officer,
Allianz Insurance plc,
PO Box 5291
Worthing
BN11 9TD

Employers Liability Tracing Office

If your policy provides Employers Liability cover information relating to your insurance policy will be provided to the Employers Liability Tracing Office (the “ELTO”) and added to an electronic database, (the “Database”) in a format set out by the Employer’s Liability Insurance: Disclosure by Insurers Instrument 2011.

The Database assists individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK whilst working for employers carrying on, or who carried on, business in the UK and as a result are covered by the employers’ liability insurance of their employers, (the “Claimants”):

- i to identify which insurer (or insurers) was (or were) providing employers’ liability cover during the relevant periods of employment; and
- ii to identify the relevant employers’ liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers’ liability insurance cover and any other persons or entities permitted by law.

The Database will be managed by the ELTO and further information can be found on the ELTO website elto.org.uk.

Notifying a Claim

Applicable only in respect of the Insured's Business conducted from within the United Kingdom

Notifying a Claim

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 Offices

For Property Damage Claims handled in Milton Keynes

Telephone: **0344 412 9988**

For Liability and Accident Claims handled in Milton Keynes

Telephone: **0344 893 9500**

Lines are open from 9am to 5pm Monday to Friday

For Medical Emergency whilst overseas

Telephone: **+44 (0) 208 603 9514**

Our address for all Claims correspondence is:

Claims Division
Allianz Commercial
PO Box 5290
Worthing
BN11 9TB

24 Hour Claim Notification

If you have to notify us of a claim outside of our normal opening hours please contact us on our 24 hour claim notification telephone number **0345 604 9824**.

Public and Products Liability Section

(This section only applies if stated in the Policy Schedule)

Sections Definitions

1 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.

2 Asbestos

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

3 Business

The Business specified in the Schedule conducted from the Defined Territories and including

- a** the ownership repair and maintenance 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 director partner 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 crèche or child care facilities where incidental to the Business
- i** the provision of car parking for the benefit of Employees, customers and visitors.

4 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 them
 - 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 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.

5 Fungi

Any type or form of fungus including mould or mildew or any mycotoxins spore scents or by-products produced or released by fungi.

6 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.

Public and Products Liability Section continued

(This section only applies if stated in the Policy Schedule)

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 **7 a, b, c** above.

8 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.

9 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.

10 Silica

Silicon dioxide (occurring in crystalline amorphous and impure forms) silica particles silica dust or silica compounds.

11 Silica-related Dust

A mixture or combination of Silica and other dust or particles.

12 Territorial Limits

- a i** England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands and member countries of the European Union or European Economic Area
- ii** Worldwide, excluding the United States of America and Canada

- b** anywhere in the world in respect of Products.

Cover

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 during the Period of Insurance in connection with the Business.

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.

Public and Products Liability Section continued

(This section only applies if stated in the Policy Schedule)

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 Injury, loss and damage occurring during any one Period of Insurance and caused by or arising from Products
 - iii** all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance

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 under this Section the Insurer will provide cover for occurrences within the United Kingdom only. The Limit of Indemnity afforded under this provision shall not exceed the Limit of Indemnity shown in the Schedule or £5,000,000 (whichever is the lesser)

If the Insurer alleges that by reason of this limitation any loss damage cost of 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.

Public and Products Liability Section continued

(This section only applies if stated in the Policy Schedule)

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 was 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 there is more than one entity insured under this Policy then 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 specified 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 Defined Territories 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 United Kingdom and the European Union or European Economic Area
- 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

Public and Products Liability Section continued

(This section only applies if stated in the Policy Schedule)

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 costs 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 against legal liability to pay compensation and claimants' costs and expenses in respect of distress under Section 168 of the Data Protection Act 2018 occurring as a result of a contravention of General Data Protection Regulation (GDPR) committed during the Period of Insurance within the United Kingdom and arising in connection with the Business provided that the Insured is registered with the Information Commissioner's Office.

The Insurer will not pay for

- a any damage or distress caused by a 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 any distress caused by a Cyber Event

- d the costs and expenses of replacing reinstating rectifying or erasing blocking or destroying any Data or Personal Data
- e any damage or distress caused by any act of fraud or dishonesty
- f 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 purposes 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 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.

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

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, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

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

Public and Products Liability Section continued

(This section only applies if stated in the Policy Schedule)

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 of malicious code and/or denial of service.

The liability of the Insurer under this Extension shall not exceed the Limit of Indemnity shown in the Schedule or £1,000,000 (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 costs 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 act or intentional act or omission
- c** costs or expenses insured by any other policy.

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 under any penalty clause.

Public and Products Liability Section continued

(This section only applies if stated in the Policy Schedule)

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 Defined Territories 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 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 vehicle 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.

Section Exclusions

This Section does not cover

- 1 Injury to Employees**
liability in respect of Injury to any Employee arising out of and in 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.

Public and Products Liability Section continued

(This section only applies if stated in the Policy Schedule)

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 on behalf of the Insured of any

- a aircraft or other aerial device made or intended to travel through 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 not 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 **8a** and **8bi** 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

- 1 any alteration, repair or servicing work executed
- 2 any other goods or property sold, supplied, delivered, installed or erected

by the Insured under a separate contract.

Public and Products Liability Section continued

(This section only applies if stated in the Policy Schedule)

9 Products Liability

in respect of Injury, loss or damage caused by or arising from Products

- a any liability which attaches to the Insured solely under the terms of an agreement other than
 - i under any warranty of goods implied by law
 - ii under any indemnity clause in any agreement between the Insured and any independent carrier in respect of Injury, loss or damage caused by Products entrusted to such carrier for transit by road, rail or waterway
- b any Product installed or incorporated in any craft designed to travel in or through air or space and which to the Insured's knowledge was intended to be installed or incorporated in any such craft
- c any claim made against the Insured in any country outside the Defined Territories in which the Insured occupy premises or are represented by any resident Employee or holder of the Insured's power of attorney.

10 Advice and Design

liability for Injury, loss or damage arising out of or in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee by or on behalf of the Insured other than where provided or performed in connection with any Product.

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 property of the Insured or not, 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 recognise any date as its true calendar date
- ii to recognise, 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 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

Public and Products Liability Section continued

(This section only applies if stated in the Policy Schedule)

- 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

14 Excess

the amount of any Excess specified in the Schedule.

15 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.

Public and Products Liability Section continued

(This section only applies if stated in the Policy Schedule)

16 Fungi

liability arising outside of the United Kingdom in respect of Injury loss or damage directly or indirectly caused by or arising from in consequence of or in any way involving

- i the actual alleged or threatened inhalation or ingestion of contact with exposure to the existence of or presence of any Fungi or bacteria on or within a building or structure including its contents regardless of whether
 - such building or structure belongs to or is leased rented or hired to the Insured
 - any other cause event material or product contributed concurrently or in any sequence to such Injury or damage

Provided that this exclusion does not apply to any Fungi or bacteria that are, are or are contained in goods or a product intended for consumption.

- ii any loss costs or expenses arising out of the abatement testing monitoring cleaning up removal containment treatment detoxification neutralisation remediation or disposal of by the Insured or any other person or entity.

17 Silica

liability arising outside of the United Kingdom in respect of Injury loss or damage directly or indirectly caused by or arising from or in consequence of or in any way involving the actual alleged threatened or suspected inhalation of or ingestion of Silica or Silica-related Dust.

18 Workers Compensation

any sums which the Insured shall be called upon to pay under any workers' compensation unemployment compensation or disability benefits legislation.

19 Act of Terrorism

Liability in respect of Injury loss or damage cost or expense of whatsoever nature directly or indirectly caused by or arising from in consequence or in any way involving An Act of Terrorism occurring outside of the United Kingdom.

This Exclusion also excludes Liability in respect of Injury loss or damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing or suppressing or in any way relating to An Act of Terrorism.

If the Insurer alleges that by reason of this Exclusion, any Injury loss or damage cost or expense is not covered by this Section the burden of not proving the contrary shall be upon the Insured.

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

Public and Products Liability Section continued

(This section only applies if stated in the Policy Schedule)

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.

Additional Clauses

The following clauses apply only if reference is made to them being operative in the Schedule

The cover provided under these clauses is subject to the terms, conditions exclusions, provisions, limitations and definitions of this Section and the Policy.

1 Excess and Residual Employers Liability Extension

Notwithstanding Exclusions 1 and 18 the Insurer will indemnify the Insured under this Extension in respect of legal liability to pay compensation and claimants costs and expenses in respect of Injury to any person who is under a contract of service or apprenticeship with the

Public and Products Liability Section continued

(This section only applies if stated in the Policy Schedule)

Insured (including liability arising out of claims by any social security establishment in respect of subrogation rights permitted under legislation) occurring during the Period of Insurance and arising out of and in the course of their employment by the Insured but only to the extent that indemnity is not provided by any other policy (including any employers' liability policy and/or workers compensation policy and/or public liability policy) effected in the territory in which such person is employed or which must be effected to comply with the laws of such territory

Provided that

- A** the Insurer will not provide indemnity in respect of;
 - a** Liability arising from a deliberate failure by the Insured to meet their legal obligations towards their employees or by reason of inadequate contribution by the Insured to any workers compensation social security or similar fund
 - b** Liability excluded from any policy issued in the territory in which such person is employed
 - c** Liability more specifically insured under any policy issued in the territory in which such person is employed
- B** the territorial limits applying in respect of this Extension only are Worldwide excluding:
 - a** Great Britain, Northern Ireland, the Channel Islands, the Isle of Man
 - b** The Republic of Ireland
 - c** United States of America or Canada
- C** this Extension does not apply to legal liability for any Injury occurring in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland
- D** the Insured shall effect and maintain in force without reduction or restriction policies of insurance (including employers' liability policy and/or workers compensation policy and/or public liability policy) sufficient to comply with compulsory insurance requirements current for the time being in the territory in which such person is employed (whether temporarily or otherwise)

- E** the Insurer will not provide indemnity in respect of;
 - a** Excess Employers' Liability below the minimum attachment per event of GBP 500,000.
 - b** Residual Employers' Liability below the Insured's excess applicable to this Section

The liability of the Insurer under this Extension in respect of any one claim or series of claims arising out of one occurrence for all compensation claimants' costs and expenses and all other costs and expenses incurred by the Insurer or with the written consent of the Insurer in connection with the defence of such claims shall not exceed the Limit of Indemnity specified in the Schedule.

For the purpose of this Extension Injury means bodily injury (including death resulting therefrom) but shall not include death or injury resulting from any illness or disease contracted during or as a result of the employment of any person.

2 Excess Motor Extension

Notwithstanding Exclusion 5 the Insurer will indemnify the Insured, and no other party or parties, in respect of

- A** Injury to any person
- B** loss of or damage to material property

arising out of the ownership, possession or use by or on behalf of the Insured, of any vehicle in connection with the Business within the Defined Territories, provided that

- a** valid and collectible local primary motor insurance policies are maintained and are in force for the duration of the Period of Insurance;
- b** this coverage only operates in excess of the amount payable under:
 - i** local primary motor insurance policies
 - ii** any other motor insurance held by the Insured covering the same liability;
- c** the limit of indemnity under such primary motor insurance policies must not be less than £5,000,000 in respect of any one occurrence;

Public and Products Liability Section continued

(This section only applies if stated in the Policy Schedule)

- d** the indemnity provided under this Extension shall be no wider than the scope of cover granted by the local primary motor insurance policy and this Extension will not apply:
 - i** to any deductible, excess or self-insured retention applicable to any local primary motor insurance policies
 - ii** unless the insurer of the local primary motor policy or any other insurance held by the Insured covering the same liability have admitted liability or have paid or agreed to pay the full amount of the limit of liability under such policies;
- e** the Insurer shall not be liable for damage to any vehicle or its contents;
- f** this Extension shall not apply to any liability arising in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, the Republic of Ireland, the United States of America, and Canada
- g** the liability of the Insurer shall not exceed the Limit of Indemnity stated in the Schedule or £5,000,000 whichever is the lesser.

3 Increased Tax Liability Extension

This Section is extended to indemnify the Insured in the event that liability covered by this Section cannot be paid in the country where the liability as insured under this Section has occurred.

The Insurer will pay any additional tax liability incurred by the Insured as a result of receiving the loss payment in a country other than where the liability occurred.

The additional tax liability shall be that tax over and above the amount that would have been payable (had no liability occurred) in the country the liability has arisen.

Should the effective local tax rate where the liability arises be equal or greater than the effective tax rate in the country where the loss payments are to be received, then no additional payment shall be made.

The tax rates applicable shall be the respective corporate tax rates in effect for the fiscal year where the liability has arisen.

The liability of the Insurer shall not exceed £50,000 unless otherwise stated in the Schedule.

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**.