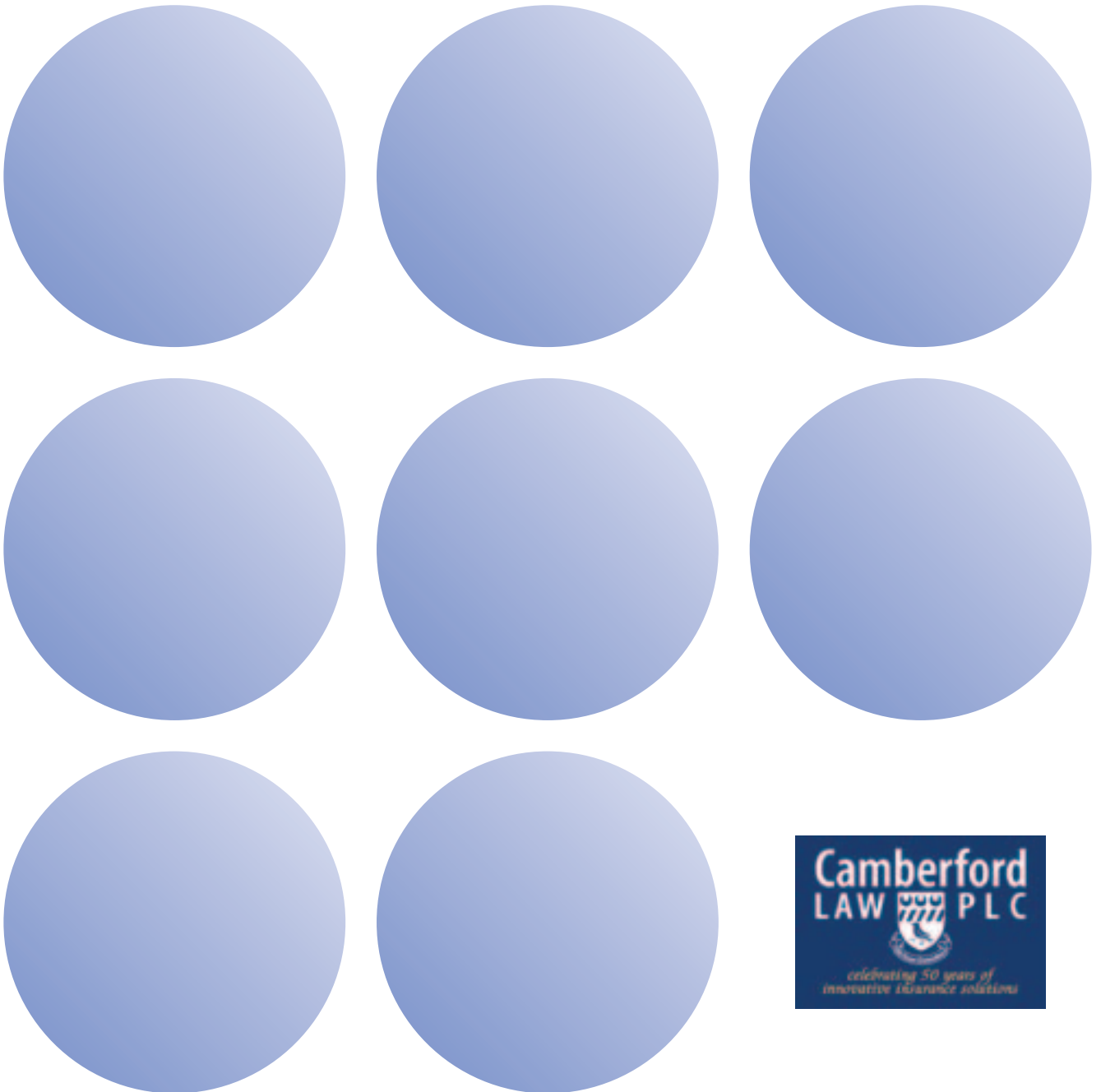


Camberford Law Security Industry

Policy document



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A warm welcome to Zurich

Thank **you** for taking out **your** Camberford Law Security Industry insurance policy with **us** and welcome to Zurich Insurance plc.

This policy is underwritten by Zurich Insurance plc and administered on **our** behalf by Camberford Law plc.

Zurich Insurance plc is a member of the insurance-based financial services provider Zurich Financial Services Group (Zurich). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

At Zurich **we** have **your** future in mind and look forward to working closely with **you**.

Camberford Law Security Industry policy

This policy is a contract between **you** and **us**. **You** have made a proposal to **us** which is the basis of and forms part of this contract.

This policy and any schedule, endorsement and certificate should be read as if they are one document.

We will insure **you** under those parts stated in the schedule during any period of insurance for which **we** have accepted **your** premium provided always that all the terms and conditions of this policy are kept. **Our** liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this policy, the schedule or any endorsement to this policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

Law applicable to this contract

In the UK the law allows both **you** and **us** to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Northern Ireland, Scotland, the Isle of Man or the Channel Islands depending upon **your** address stated in the schedule. If there is any dispute as to which law applies it will be English law.

You agree to submit to the exclusive jurisdiction of the English courts.

For and on behalf of Zurich Insurance plc



Stephen Lewis
Chief Executive Officer of Zurich Insurance plc, UK Branch.

This is a legal document and should be kept in a safe place.

Please read this policy and any schedule, endorsement and certificate carefully and if they do not meet **your** needs return them to **us** or **your** insurance intermediary.

How we will use your data

We hold personal data in accordance with the Data Protection Act 1998. The information supplied to us by you may be held on computer and passed to other insurers for underwriting and claims purposes. You should show this to anyone whose personal data may be processed to administer this policy.

Policy administration

In order to administer your insurance policy and any claims made under this policy we may share personal data provided to us with other companies within the Zurich Financial Services Group and with business partners including overseas companies. If we do transfer your personal data including where we propose a change of underwriter we make sure that it is appropriately protected.

Claims history

Under the conditions of this policy you must tell us about any incident or circumstance that might give rise to a claim whether or not it is your intention to claim. When you tell us about an incident or circumstance we will pass information relating to it to the relevant database. We and other insurers may search these databases when you apply for insurance, in the event of any incident or claim or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- a) share information about you with other organisations including the police
- b) undertake credit searches
- c) check and share your details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related or other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact us if you want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

General definitions

Certain words in this policy have special meanings. These meanings are given below and apply wherever the words appear in bold.

Business

- a) Those activities stated in the schedule
- b) maintenance of **property** and premises owned or occupied by **you**
- c) the provision and management of catering, social, sports and welfare organisations for the benefit of **employees** or **volunteers**
- d) **your** first aid, security, fire and ambulance services
- e) private work carried out within the **territorial limits** by an **employee** for any director or senior executive of **yours**
- f) participation in exhibitions.

Business partner

Any person in **business** with **you** under the terms of a partnership agreement whether express or implied under legislation.

Clean up costs

- a) Testing for or monitoring of **pollution or contamination**
- b) the costs of **remediation** required by any **enforcing authority** to a standard reasonably achievable by the methods available at the time that such **remediation** commences.

Costs and expenses

- a) Claimants' costs and expenses which **you** become legally liable to pay
- b) costs incurred with **our** written consent in defending any claim for damages
- c) costs incurred with **our** written consent for:
 - i) representation at any coroner's inquest or fatal injury inquiry
 - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission

relating to any event which may be the subject of indemnity under this policy.

Damage

Physical loss or damage.

Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with **you**
- b) a labour master or labour only subcontractor or persons supplied by any of them
- c) self-employed
- d) under a work experience or similar scheme
- e) hired or borrowed by **you** from another employer

and working for **you** in connection with the **business** while under **your** direct control or supervision.

Enforcing authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the **territorial limits**.

Excess

The amount stated in this policy, the schedule or any endorsement to this policy for which **you** are responsible and which will be deducted from any payment under this policy as ascertained after the application of all other terms and conditions of this policy.

Geographical limits

a) The **territorial limits**

b) i) anywhere in the world in respect of non-manual work

ii) anywhere in the world other than the United States of America, Canada and any territory under their jurisdiction in respect of manual work

carried out during temporary visits by **you** or any director, **business partner, member, employee or volunteer** normally resident in and travelling from the **territorial limits**

c) anywhere in the world other than the United States of America or Canada and any territory under their jurisdiction in respect of **products** supplied in or from the **territorial limits**.

Injury

Bodily injury, illness or disease (including death).

Member

Any member or co-opted member of **yours** or of **your** committees or subcommittees.

Money

Any current coinage, current bank and currency note, bill of exchange, luncheon voucher, cheque, bankers' draft, national giro draft, money order, postal order, current postage stamp, unused unit in any postage stamp franking machine, revenue stamp, national savings stamp, national savings certificate, holiday with pay stamp, credit, debit or charge card, sales voucher, phonocard, consumer redemption voucher and gift token, Value Added Tax purchase invoice and trading stamp.

Nuclear installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

a) the production or use of atomic energy

b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation

c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

Nuclear reactor

Any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Pollution or contamination

- a) Pollution or contamination of buildings or other structures or of water, land or the atmosphere;
and
- b) loss or **damage** or **injury** directly or indirectly caused by such pollution or contamination.

Products

Goods or anything including packaging, containers, labels and instructions sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by **you** or on **your** behalf in the **business**.

Property

Physical property.

Remediation

Remedying the effects of **pollution or contamination** including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

Special definitions

Wherever words commencing with a capital letter appear in a part following Special Definitions they will have the same defined meaning within that part of this policy.

Territorial limits

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

Terrorism

- a) Any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - i) involves violence against one or more persons
 - ii) involves damage to property
 - iii) endangers life other than that of the person committing the action
 - iv) creates a risk to health or safety of the public or a section of the public
 - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

Volunteer

Any person volunteering to assist or co-opted to assist **you** in the **business**.

We, us, our or ours

Zurich Insurance plc or pertaining to Zurich Insurance plc.

You, your, yours or yourselves

The person, people or the company stated in the schedule as the insured.

General exclusion

This policy does not cover:

1. **Nuclear and war risks, government or public authority order and sonic bangs**

death, injury, disablement or loss or damage to any property or any loss or expense 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, nuclear reactor** or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
- e)
 - i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
 - ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
- f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

This exclusion will not apply to part A.

General conditions

1. Arbitration

Not applicable to part C

Provided that liability for a claim has been admitted any dispute as to the amount to be paid will be referred to an arbitrator who will be appointed by the parties in accordance with the statutory provisions in force at the time and the making of an award will be a condition precedent to any right of action against us.

2. Cancellation

We may cancel this policy or any part or portion thereof by giving 30 days notice in writing by special delivery mail to you at your last known address and in such event you will be entitled to a return of premium in respect of the unexpired portion of the period of insurance.

3. Claims procedures

Not applicable to part C

a) Your responsibilities

It is agreed that:

- i) on the happening of any circumstance which could give rise to a claim or on receiving verbal or written notice of any claim you will:
 - 1) as soon as reasonably possible give notice to us; and
 - 2) as soon as reasonably possible forward to us any notice of prosecution, inquest or fatal inquiry and every letter, claim, writ or summons issued against you; and
 - 3) take action to prevent further loss, damage or injury; and
 - 4) at your own expense and as soon as reasonably practicable supply full details of the claim in writing to us together with any evidence and information that may be reasonably required by us for the purpose of investigating or verifying the claim
- ii) no settlement, admission of liability, payment or promise of payment will be made to a third party without our written consent.

b) Our rights

We will:

- i) be entitled to take over the defence or settlement of any claim made against you or any person entitled to indemnity under this policy and you will give all assistance as may be reasonably required by us; and
- ii) be entitled to take the benefit of any rights of yours against any other party before or after you have received indemnification under this policy and you will give all assistance as may be reasonably required by us.

4. Contractual right of renewal (tacit)

If you pay the premium to us using our Direct Debit instalment scheme we will have the right which we may choose not to exercise to renew this policy each year and continue to collect premiums using this method. We may vary the terms and conditions of this policy including the premium at renewal. If you do not wish to renew this policy you or your insurance intermediary must notify us prior to the next renewal date.

5. Fraud

If any claim is in any respect fraudulent or if any fraudulent means be used by **you** or anyone acting on **your** behalf to obtain any benefit under this policy or if any **damage** or injury be occasioned by **your** wilful act or with **your** connivance all benefit under this policy will be forfeited.

6. Increase in risk

You will notify **us** as soon as possible of any change in circumstances occurring after the commencement of this policy whereby the risk of accident, **damage** or injury is increased.

7. Observance

The due observance and fulfilment of the terms and conditions of this policy by **you** in so far as they relate to anything to be done or complied with by **you** will be a condition precedent to **our** liability to make any payment under this policy.

8. Other insurances

If at the time of any occurrence giving rise to a claim there is any other insurance effected by **you** or on **your** behalf providing an indemnity in respect of such claim **our** liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy in whole or in part or from contributing proportionally **our** liability under this policy will be limited to any excess beyond the amount which would be payable under such other insurance had this policy not been effected.

9. Payment by instalments

Reference to the payment of premium includes payment by monthly instalments. If **you** pay by this method this policy remains an annual contract and the date of the payment and the amount of the instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Agreement 1974 if applicable the credit agreement and this policy will be cancelled immediately.

10. Policy interpretation

Each part of this policy is declared to be a separate contract but will be subject to the general definitions, general exclusions and general conditions. All reference to policy will mean any or all operative parts.

11. Policy voidable

This policy will be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

12. Premium adjustment

If any part of the premium is calculated on estimates supplied by **you** an accurate record will be kept by **you** containing all information relative thereto and **you** will allow **us** to inspect such record. **You** will within one month from the expiry of each period of insurance supply to **us** such particulars and information as **we** may require. The premium for such period will thereupon be adjusted and the difference paid by or allowed to **you** as the case may be subject always to the minimum premium stipulated.

13. Reasonable care

You will comply with all regulations imposed by any competent authority and take all reasonable precautions to prevent or minimise accident, injury or **damage**. In addition **you** will comply with maker's recommendations made in respect of equipment insured under this policy.

Part A – employers' liability

Section 1 – the cover

We will indemnify **you** in respect of all sums which **you** may become legally liable to pay as damages in respect of **injury** caused during the period of insurance to any **employee** arising out of and in the course of their employment by **you** in the **business** in relation to claims settled or defended with **our** consent.

In addition to any claim for damages we will pay **costs and expenses**.

1.1 Brand protection

We will also indemnify **you** for reasonable costs incurred by **you** with **our** prior consent to mitigate damage to **your** reputation directly caused by or resulting from any claim or series of claims arising out of one incident for which **you** would be entitled to receive indemnity under this part.

Provided always that:

- a) the damage to **your** reputation is a consequence of media coverage in print or by radio or television or news agency
- b) the value of the claim or series of claims arising out of one incident which results in damage to **your** reputation occurring at any time held by **us** is £1,000,000 or above
- c) **our** liability under this clause will not exceed £50,000 in any one period of insurance and is payable in addition to the limit of indemnity stated in the schedule
- d) **we** will not be liable under this clause unless **we** have sole conduct and control of the claim or series of claims arising out of one incident which results in damage to **your** reputation occurring.

1.2 Corporate Manslaughter and Corporate Homicide Act 2007

We will also indemnify **you** in respect of legal costs and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the **business**.

Provided always that:

- a) **our** liability under this clause will not exceed £5,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- b) this clause will only apply to proceedings brought in the **territorial limits**
- c) **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of **you**
- d) **you** will give to **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding

- f) **we** will be under no liability:
 - i) where **you** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii) in respect of fines or penalties of any kind
 - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
 - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance
- g) where **we** have already indemnified **you** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another part of this policy the amount paid under that part will be taken into account in arriving at **our** liability payable under this clause.

1.3 Court attendance costs

We will pay **you** the daily rates stated below if any of these people are required to attend court as a witness at **our** request:

- a) any director or **business partner** £500
- b) any **employee, member** or **volunteer** £250.

1.4 Health and safety at work defence costs

We will also indemnify **you** and at **your** request any director, **business partner, employee** or **volunteer** against:

- a) costs and expenses incurred with **our** prior consent
- b) costs awarded against **you** or such director, **business partner, employee** or **volunteer**

in the defence of any criminal proceedings arising from an alleged breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 occurring during the period of insurance in the course of the **business** including any appeal against conviction arising from such proceedings.

Provided always that this will not apply to:

- i) fines or penalties of any kind
- ii) costs in respect of which **you** or any director, **business partner, employee** or **volunteer** has effected a more specific legal expenses protection or insurance
- iii) proceedings or appeals consequent upon any deliberate act or omission and **you** will immediately repay **us** all costs and expenses paid by **us** prior to any deliberate act or omission being established
- iv) proceedings not related to the health, safety or welfare of an **employee**.

1.5 Indemnity to other persons

We will also indemnify at **your** request:

- a) any **employee** or **volunteer**
- b) any director or **business partner**
- c) any public or local authority or other principal for whom **you** are or have been carrying out work but only to the extent required under the contract for the work
- d) any **employee** or **volunteer** acting as a member of **your** first aid or medical arrangements but excluding medical practitioners in respect of liability for damages and legal costs to any other **employee** resulting from treatment given in connection with any **injury** caused to such person and arising out of and in the course of the employment of such person by **you**
- e) any officer or member of **your** canteen, social, sports or welfare organisations
- f) any personal representative of **yours** in the event of **your** death.

Provided always that:

- i) such person is not entitled to indemnity under any other insurance; and
- ii) such person will as though they were **you** observe, fulfil and be subject to the terms and conditions of this policy; and
- iii) **we** will not be liable unless **we** have the sole conduct and control of all claims.

1.6 Unsatisfied court judgments

If any **employee, volunteer** or their personal representative obtains a judgment from a court within the **territorial limits** for damages for **injury** against any company or individual operating from premises within the **territorial limits** and that judgment remains unpaid for more than 6 months after the date of the award **we** will pay at **your** request the amount of any unpaid damages and awarded costs to the **employee, volunteer** or their personal representative.

Provided always that:

- a) the **injury**:
 - i) is caused during the period of insurance
 - ii) arises out of and in the course of employment in the **business**
- b) there is no appeal outstanding.

If a payment is made the **employee, volunteer** or their personal representative will assign the judgment to **us**.

Section 2 – special exclusions

This part does not cover:

1. **Motor**

liability for which compulsory motor insurance or security is required under road traffic legislation

2. **Work offshore**

liability for **injury** caused:

- a) on any offshore installation or support or accommodation vessel for any offshore installation
- b) in transit to from or between any offshore installation or support or accommodation vessel for any offshore installation

3. **Work overseas**

liability in respect of any **injury** caused outside the **territorial limits** but this exclusion will not apply to any **employee** temporarily employed elsewhere provided always that the contract of service or apprenticeship was entered into within the **territorial limits**.

Section 3 – special provisions

1. **Limit of indemnity**

Our liability will not exceed the sum stated in the schedule including all costs and expenses (other than any limit otherwise stated) and any limit applies to any claim or series of claims arising from any one cause.

2. **Limit of indemnity – terrorism**

The limit of indemnity in respect of any claim or series of claims arising directly or indirectly from **terrorism** is £5,000,000.

Part B – public and products liability

Section 1 – special definitions

Efficacy and contractual liability

a) Accidental **injury** to any persons other than an **employee** where such **injury** arises out of and in the course of the employment

b) accidental **damage to property**

caused by or arising from:

i) the failure of any **products** to fulfil their intended function

ii) the failure by **you** to carry out services **you** have been contracted to perform.

Financial loss

A pecuniary loss, cost or expense incurred by any person other than **you** or a director or **employee** of **you** as a result of a defect in **products** and/or work carried out negligently by or on behalf of **you**.

Section 2 – the cover

We will indemnify **you** in respect of all sums which **you** may become legally liable to pay as damages in respect of:

a) accidental **injury** to any person other than an **employee**

b) accidental **damage to property**

c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy or accidental interference with any right of air, light, water or way

d) wrongful arrest or false imprisonment

occurring during the period of insurance within the **geographical limits** in connection with the **business**.

In addition to the limit of indemnity **we** will pay **costs and expenses**.

2.1 Brand protection

We will also indemnify **you** for reasonable costs incurred by **you** with **our** prior consent to mitigate damage to **your** reputation directly caused by or resulting from any claim or series of claims arising out of one incident for which **you** would be entitled to receive indemnity under this part.

Provided always that:

a) the damage to **your** reputation is a consequence of media coverage in print or by radio or television or news agency

b) the value of the claim or series of claims arising out of one incident which results in damage to **your** reputation occurring at any time held by **us** is £1,000,000 or above

c) **our** liability under this clause will not exceed £50,000 in any one period of insurance and is payable in addition to the limit of indemnity stated in the schedule

d) **we** will not be liable under this clause unless **we** have sole conduct and control of the claim or series of claims arising out of one incident which results in damage to **your** reputation occurring.

2.2 Contingent motor liability

We will also indemnify you in respect of your legal liability for accidental injury to any person and/or accidental damage to property arising out of the use of any motor vehicle not the property of nor provided by you and being used in the business.

Provided always that we will not be liable:

- a) in respect of damage to such vehicle or to goods conveyed therein or thereon
- b) for accidental injury to any person or accidental damage to property arising while such vehicle is being driven by you or by any person who to your knowledge does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- c) in respect of liability more specifically insured under any other insurance
- d) in respect of liability arising outside the territorial limits.

2.3 Corporate Manslaughter and Corporate Homicide Act 2007

We will also indemnify you in respect of legal costs and expenses incurred with our prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the period of insurance in the course of the business.

Provided always that:

- a) our liability under this clause will not exceed £5,000,000 in any one period of insurance or the limit of indemnity stated in the schedule whichever is lesser. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- b) this clause will apply only to proceedings brought in the territorial limits
- c) we must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of you
- d) you will give to us immediate notice of any summons or other process served upon you which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding

- f) **we** will be under no liability:
 - i) where **you** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii) in respect of fines or penalties of any kind
 - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
 - 1) the Health and Safety at Work Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
 - 2) the Food Safety Act 1990 or any regulations made thereunder
 - 3) the Consumer Protection Act 1987 or any regulations made thereunder
 - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance
- g) where **we** have already indemnified **you** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of the policy the amount paid under that section will be taken into account in arriving at **our** liability payable under this clause.

2.4 Costs of criminal proceedings

We will also indemnify **you** and at **your** request any director, **business partner, member, employee** or **volunteer** against:

- a) legal costs and expenses incurred with **our** written consent
- b) costs incurred with **our** written consent in the defence of any criminal proceedings brought against **you** or such **business partner, member, employee** or **volunteer** for an alleged breach of:
 - i) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
 - ii) Part II of the Consumer Protection Act 1987
 - iii) Part II of the Food Safety Act 1990

occurring during the period of insurance in the **business** including legal costs and expenses incurred with **our** prior consent in any appeal against conviction arising from such proceedings.

Provided always that this indemnity will not apply to:

- 1) fines or penalties of any kind
- 2) costs in respect of which **you** or any director, **business partner, member, employee** or **volunteer** has effected a more specific legal expenses protection or insurance
- 3) proceedings or appeals consequent upon any deliberate act or omission and **you** will immediately repay **us** all costs and expenses paid by **us** prior to any deliberate act or omission being established
- 4) proceedings related to health, safety or welfare of **employees**.

2.5 Court attendance costs

In addition to the limit of indemnity we will pay you the daily rates stated below if any of these people are required to attend court as a witness at our request:

- a) any director or **business partner** £500
- b) any **employee, member** or **volunteer** £250.

2.6 Data Protection Act

We will also indemnify you in respect of your legal liability under Section 13 of the Data Protection Act 1998 in connection with personal data as defined in the said Act held by you.

Provided always that we will not be liable for:

- a) the payment of fines and penalties
- b) the cost of replacing, reinstating, rectifying or erasing any personal data.

2.7 Defective Premises Act 1972

We will also indemnify you in respect of your legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by you.

Provided always that we will not be liable:

- a) for the cost of remedying any defect or alleged defect in the said premises
- b) in respect of liability more specifically insured under any other insurance.

2.8 Environmental clean up costs

We will also indemnify you in respect of all sums including statutory debts that you are legally liable to pay in respect of **clean up costs** arising from environmental damage caused by **pollution or contamination** where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from **pollution or contamination** 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. All **pollution or contamination** which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b) **our** liability under this clause will not exceed £1,000,000 for any one occurrence and in the aggregate in any one period of insurance and will be the maximum we will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

- d) **we** will be under no liability:
- i) in respect of **clean up costs** for **damage** to **your** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control
 - ii) for **damage** connected with pre-existing contaminated property
 - iii) for **damage** caused by a succession of several events where such individual event would not warrant immediate action
 - iv) in respect of removal of any risk of an adverse effect on human health on **your** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control
 - v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time **remediation** commences
 - vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being **pollution or contamination** caused by a sudden, identifiable, unintended and unexpected incident
 - vii) for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
 - viii) in respect of costs for the reinstatement or reintroduction of flora or fauna
 - ix) for **damage** caused deliberately or intentionally by **you** or where **you** have knowingly deviated from environmental protection rulings or where **you** have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible
 - x) in respect of fines or penalties of any kind
 - xi) for **damage** caused by the ownership or operation on behalf of **you** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
 - xii) for **damage** which is covered by a more specific insurance policy
 - xiii) for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
 - xiv) for **damage** caused by disease in animals belonging to or kept or sold by **you**.

2.9 Financial loss (tort only)

Notwithstanding anything herein contained to the contrary **we** will also indemnify **you** in respect of:

- a) all sums which **you** shall become liable in tort to pay as compensation; and
- b) **costs and expenses**

in respect of claims for Financial Loss first made in writing against **you** arising out of the **business** and notified to **us** during or within 30 days of expiry of the same period of insurance.

Provided always that:

- i) **our** liability under this clause will not exceed the sum of £500,000 in any one period of insurance
- ii) in respect of any claim for which indemnity is provided under this clause **you** will pay 10% of such claim or £500 whichever is the greater
- iii) the indemnity granted under clause 2.11 – Joint Liabilities – will not apply to this clause
- iv) this clause is subject to the terms, conditions, limitations and exclusions of this policy in so far as they can apply and also to the following exclusions:
 - 1) the cost of replacing, reinstating, rectifying, repairing, removing, recalling, improving or guaranteeing the performance of **products** or any work carried out by or on behalf of **you**
 - 2) any claim for diminution in value of **products** or any work to which this clause applies
 - 3) liability arising from libel, slander, infringement of patent, copyright, trademark or trade name or breach of anti-trust laws
 - 4) liability arising from any act of fraud or dishonesty
 - 5) liability arising from non-performance, non-completion, delay, financial default or insolvency
 - 6) liability arising out of professional advice or professional negligence
 - 7) liability arising from a deliberate act or omission by **you** where the Financial Loss could reasonably have been foreseen by **you** having regard to the nature and circumstances of such act or omission
 - 8) liability arising out of any circumstances known to **you** at the inception of this clause
 - 9) liability which:
 - a) attaches by virtue of a contract or agreement
 - b) arises out of or by reason of a contractual relationship
 - 10) liability arising from **products** knowingly exported from the **territorial limits** or work carried out by **you** or on **your** behalf outside the **territorial limits**
 - 11) liability arising from **injury, damage** to **property**, obstruction, trespass, nuisance or interference with pedestrian, road, rail, air or waterborne traffic.

2.10 Indemnity to other persons including personal representatives

In the event of any claim in respect of which **you** would be entitled to receive indemnity under this part being brought or made against:

- a) any **employee** or **volunteer**
- b) any director, **business partner** or **member**
- c) any public or local authority or other principal for whom **you** are or have been carrying out work but only to the extent required by the contract for the work
- d) any **employee** or **volunteer** acting as a member of **your** first aid or medical arrangements but excluding medical practitioners in respect of liability for damages and legal costs resulting from treatment given
- e) any officer or member of **your** canteen, social, sports or welfare organisations
- f) any personal representative of **yours** in the event of **your** death

we will indemnify such person if in respect of a)-e) **you** so request against such claim and/or any costs, charges and expenses in respect thereof.

Provided always that:

- i) such person is not entitled to indemnity under any other insurance; and
- ii) such person will as though they were **you** observe, fulfil and be subject to the terms and conditions of this policy; and
- iii) **we** will not be liable under this clause unless **we** have the sole conduct and control of all claims.

2.11 Joint liabilities

If **you** comprises more than one party **we** will indemnify each party as though a separate policy had been issued to each of them provided always that the total amount of indemnity to all such parties will not exceed the amount payable if **you** comprised only one party.

2.12 Libel and slander

We will also indemnify **you** in respect of all sums which **you** may become legally liable to pay as damages in respect of claims first made against **you** during the period of insurance arising from any act of libel or slander committed or uttered in good faith by **you**.

Provided always that:

- a) this indemnity will apply solely to **your** in-house and trade publications; and
- b) **our** liability will not exceed in the aggregate £250,000 in any period of insurance.

2.13 Personal liability

At **your** request this part will apply to the personal liability of any:

- a) director, **business partner**, **member**, **employee** or **volunteer** or any member of the family of such director, **business partner**, **member**, **employee** or **volunteer** in connection with the **business**
- b) member of sports and social clubs operating in the **business** whilst engaged in club activities.

Provided always that:

- i) this will not apply to liability more specifically insured under any other insurance; and
- ii) any person indemnified will as though they were **you** fulfil and be subject to the terms and conditions of this section; and
- iii) **we** will not be liable unless **we** have the sole conduct and control of all claims.

Section 3 – optional extensions

The optional extensions are only operative if so noted within the policy schedule.

1. Fidelity bonding

Notwithstanding special exclusion 12 **we** will indemnify **you** in respect of all sums which **you** may become legally liable to pay for losses sustained by any of **your** customers in connection with the **business** due to any act of fraud, dishonesty or embezzlement committed by an **employee**.

Provided always that:

- a) such acts of fraud, dishonesty or embezzlement are committed during the period of insurance and notified to **us** during the same period of insurance or within 90 days of expiry of the period of insurance
- b) **our** liability under this extension shall not exceed the limit of indemnity shown in item 1 of the policy schedule, which amount shall be inclusive of all costs and expenses
- c) **our** liability under this extension in respect of misuse of telephones shall not exceed £10,000 any one **employee**
- d) **you** shall co-operate with **us** in seeking reimbursement from any defaulting **employee** of sums paid or payable under this extension.

2. Loss of extinguishing gas

Notwithstanding special exclusion 10 **we** will indemnify **you** in respect of all sums which **you** may become legally liable to pay for any sudden, identifiable, unintended and unexpected discharge of gas from fixed fire extinguishing systems provided always that **our** liability for any one occurrence or all occurrences arising out of one original cause under this extension shall not exceed £10,000.

3. Loss of keys including consequential loss

Notwithstanding special exclusion 12 in the event of **you** or **your employees** losing keys the property of **your** customers while in **your** or **your employees'** custody or control in connection with the **business**, **we** will indemnify **you** in respect of all sums which **you** may become legally liable to pay for:

- a) the cost of replacement, change or alteration of locks for which keys have been lost
- b) consequential losses arising in connection with such loss.

Provided always that **our** liability under this extension inclusive of all costs and expenses shall not exceed the limit of indemnity stated under item 3 of the schedule.

4. Money

Notwithstanding special exclusion 12 **we** will indemnify **you** in respect of all sums which **you** may become liable to pay in respect of **damage to money** belonging to **your** customers while held in trust by **you** in connection with the **business** provided always that **our** liability under this extension inclusive of all costs and expenses shall not exceed the limit of indemnity stated under item 4 of the schedule.

It is a condition precedent to **our** liability under this extension that the following precautions are complied with:

- a) at least 2 **employees** must be in attendance at all times on each occasion that **you** are carrying **money** in transit exceeding £5,000 in value
- b) whenever **money** is left unattended it must be securely locked in a safe or strongroom and the keys to such safe or strongroom removed from the premises or kept on **your** person or that of an authorised **employee**.

5. Professional advice

Notwithstanding special exclusion 9 **we** will indemnify **you** in respect of all sums which **you** may become legally liable to pay in respect of claims arising out of professional advice given by **you** in connection with the **business** that are first made against **you** and notified to **us** during the period of insurance.

Provided always that:

- a) **our** liability under this extension inclusive of all costs and expenses shall not exceed the limit of indemnity shown under item 5 of the policy schedule; and
- b) in respect of any claim for which indemnity is provided under this extension **you** will pay 10% of such claim or £2,500 whichever is the greater.

The indemnity granted by this extension shall not apply to nor include:

- i) any claim arising from professional advice given prior to the Retroactive Date specified under item 5 of the policy schedule
- ii) any claim or circumstance likely to give rise to a claim that **you** were aware of prior to the inception date of this optional extension.

Section 4 – special exclusions

This part does not cover:

1. Aircraft products

liability arising from **products** which at the time of the contract of sale or supply are knowingly sold or supplied for use in craft designed to travel through air or space

2. Asbestos

liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

3. Exports to the USA or Canada

liability arising from **products** which at the time of the contract of sale or supply are knowingly exported to the United States of America or Canada

4. Foreign operations

any associated or subsidiary company of **yours** or branch office or representative of **yours** with power of attorney domiciled outside the **territorial limits**

5. Handcuffs or other physical restraint

liability arising in connection with the use of handcuffs or other restraint device

6. Liquidated or punitive damages or fines

any amount in respect of:

- a) liquidated damages, fines or penalties which attach solely because of a contract or agreement
- b) exemplary or punitive damages

7. Motor

liability arising from the ownership or possession or use by **you** or on **your** behalf of any mechanically propelled motor vehicle or mobile plant:

- a) which is licensed for road use
- b) for which compulsory motor insurance or security is required
- c) which is more specifically insured.

Provided always that this exclusion will not apply in respect of:

- i) liability not more specifically insured under any other policy arising during the act of loading or unloading any mechanically propelled motor vehicle or mobile plant or the bringing to or the taking away of a load from such vehicle or plant
- ii) the use of any mechanically propelled motor vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
- iii) the unauthorised movement on **your** premises or contract site of any mechanically propelled motor vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required

8. Pollution or contamination

liability in respect of **pollution or contamination** other than 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. All **pollution or contamination** which arises out of one incident will be deemed to have occurred at the time such incident takes place

9. Professional advice

liability arising out of professional advice given by **you** for a fee or in circumstances where a fee would normally be charged

10. Property being worked on

damage to that part of any **property** upon which **you** or any servant or agent of **yours** is or has been working where the **damage** is the direct result of such work

11. Property damage excess

in respect of damages payable for **damage to property** the **excess** in respect of any one occurrence or all occurrences of a series arising out of one original cause provided always that **you** will indemnify **us** in respect of any such amount for which **we** have made a payment

12. Property held in trust

damage to property belonging to **you** or held in trust by or borrowed, rented, leased or hired for use by **you** but this exclusion will not apply to:

- a) the personal effects including motor vehicles or their contents of any director, **business partner, member, employee, volunteer**, or visitor
- b) buildings or their contents temporarily occupied by **you** for the purpose of carrying out work therein or thereon
- c) premises or their fixtures and fittings hired, rented, leased or lent to **you** other than such **damage** if liability is assumed by **you** under a tenancy or other agreement and would not have attached in the absence of such agreement

13. Replacing or rectifying products

replacing, reinstating, rectifying, recalling, removing or guaranteeing the performance of **products** or making a refund on the price of any **product** or **damage** to the **products** themselves provided always that this exclusion will not apply in respect of liability for Efficacy and Contractual Liability arising from **your** negligence or wilful default (including wrongful advice other than where such advice has been provided for a fee)

14. Vessels and craft

liability arising from the ownership or possession or use by or on **your** behalf of craft designed to travel through air or space, hovercraft or watercraft other than waterborne vessels not exceeding 10 metres in length used on inland waterways.

Section 4 – special provisions

1. Discharge of liability

We may at any time pay any limit of indemnity after deduction of any sum or sums already paid or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of **costs and expenses** incurred with **our** written consent prior to the date of such payment.

2. Licensing and vetting

This part does not cover liability arising in connection with any licensable activity as defined by The Private Security Industry Act 2001 other than where:

- a) the **employees** undertaking the activity have a valid Security Industry Authority licence appropriate for the activity being undertaken unless otherwise exempted under the Approved Contractor Scheme or Section 4 of the Private Security Industry Act 2001
- b) **you** have carried out vetting of all **employees** undertaking the activity in accordance with BS7858 (2006) (or other relevant British or European Standard as appropriate to the activity being undertaken) or any subsequent British or European Standard.

In respect of each **employee** the following documents must be retained by **you** and must be made available for inspection by **us** upon request:

- i) career history for a period of 5 years commencing immediately prior to their employment or back to the age of 12 if this date is more recent
- ii) original copy of each written reference obtained
- iii) written copy (which must be made at the time) of each verbal reference obtained.

3. Limit of indemnity

The limit of indemnity stated in the schedule is **our** monetary limit (other than any limit otherwise stated) and applies to any claim or series of claims arising from any one cause except for claims caused by:

- a) **products**
- b) **pollution or contamination**

where in respect of each the limit of indemnity stated applies in the aggregate in any one period of insurance.

Section 5 – special condition

1. Use of heat

It is a condition precedent to our liability under this part that the following precautions are complied with on each occasion of the use or application of heat as defined below by or on your behalf taking place other than on your own premises:

Application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers.

- a) The area in the immediate vicinity of the work including in the case of work carried out on one side of a wall or partition the opposite side of the wall or partition must be cleared of all loose combustible material. Other combustible material must be covered by sand or over-lapping sheets or screens of non-combustible material.
- b) At least 2 adequate and appropriate portable fire extinguishers in proper working order must be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering or flames are detected.
- c) A fire safety check of the working area must be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered.
- d) Blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use.
- e) A person must be appointed by you to act as an observer to watch for signs of smoke or smouldering or flames.

Sub-paragraph e) does not apply to the application of heat by means of blow lamps, blow torches, hot air guns or hot air strippers.

Use of asphalt, bitumen, tar, pitch or lead heaters.

The heating must be carried out in the open in a vessel designed for the purpose and if carried out on a roof the vessel must be placed on a non-combustible heat insulating base.

Part C – directors and officers liability

Section 1 – special definitions

Action

- a) Breach of duty, breach of trust, breach of warranty of authority, neglect, error, misstatement, misleading statement, wrongful trading or any other wrongful acts or omissions committed or attempted by or allegedly committed or attempted by
- b) any matter claimed against

any Insured Person whilst acting in this capacity on behalf of the Company.

Application

Any information and/or statements or materials supplied to **us** by **you**.

Claim

Receipt by any Insured Person or the Company during the Period of Insurance of:

- a) a written demand for monetary damages
- b) a formal notice of a criminal proceeding
- c) a civil proceeding commenced by the service of a complaint or similar pleading
- d) a formal administrative or regulatory proceeding commenced by the service on any Insured Person or the Company of a notice of charges, formal investigative order or similar document against any Insured Person.

Company

You or any Subsidiary Company of **you**.

Defence costs

Fees, costs (including any premiums payable for an appeal bond or similar bond), charges and expenses (other than remuneration payable to any Insured Person or Employees of the Company) incurred with **our** written consent:

- a) in the investigation, defence, adjustment, settlement or appeal of any Claim made or brought against any Insured Person
- b) in the representation of any Insured Person at any official examination, inquiry, investigation or other proceedings ordered or commissioned by a body legally empowered to investigate the affairs of the Company.

Employee

Anybody who is:

- a) under a contract of service or apprenticeship with the Company
- b) supplied to, hired or borrowed by the Company including persons undertaking study or work experience whilst employed or engaged by the Company in connection with the **business**.

Financial loss

Damages, judgments or settlements and Defence Costs incurred in respect of actions that any Insured Person becomes legally liable to pay but not:

- a) taxes, fines or penalties imposed by law
- b) the multiplied portion of any damage award, punitive damages, exemplary damages or aggravated damages which have been awarded by:
 - i) any court in the United States of America
 - ii) any court in a jurisdiction which does not permit the provision of insurance for such awards.

Insured person

Any natural person who is:

- a) a past, present or future director or officer of the Company elected or appointed according to law whilst acting in such capacity on behalf of the Company
- b) any Employee who is named as co-defendant with any other Insured Person
- c) acting in a managerial or supervisory capacity on behalf of the Company
- d) duly appointed by the Company as a liquidator administrator in a members' voluntary liquidation of the Company
- e) a de facto director or officer whilst acting in such capacity on behalf of the Company
- f) a shadow director of the Company as defined by Section 741(2) of the Companies Act 1985 (or equivalent legislation) but not including any auditor, compulsory liquidator, administrator or receiver appointed to the Company.

Limit of indemnity

Our maximum liability in the aggregate payable under this part for all Financial Loss arising from all claims made under this part is as stated in the policy schedule.

Parent company

Any company which is from time to time a holding company of the Company (as such expression is defined in section 736 of the Companies Act 1985 or equivalent legislation).

Period of insurance

The period stated in the schedule including any extension in the period agreed by us.

Subsidiary company

Any company in which you:

- a) directly or indirectly hold more than 50% of the voting rights
- b) appoint a majority of the board of directors
- c) have the right to appoint a majority of the board of directors, subject to a written agreement with other shareholders.

Section 2 – the cover

a) **Insured person cover**

We will pay on behalf of any Insured Person the Financial Loss of such Insured Person in respect of any Claim made against such Insured Person other than to the extent that such Insured Person is indemnified by the Company.

b) **Company reimbursement cover**

We will pay on behalf of the Company the Financial Loss of an Insured Person in respect of any Claim made against such Insured Person but only to the extent that such Company has indemnified such Insured Person.

2.1 **Legal representatives**

We will also cover Financial Loss arising from or in consequence of any Claim made against the estates, heirs or legal representatives of any Insured Person with respect to actions by Insured Persons committed prior to the death, incapacity, insolvency or bankruptcy of the Insured Person provided that such estates, heirs or legal representatives satisfy the terms and conditions of this part in so far as they can apply.

2.2 **Marital estates**

We will also cover Financial Loss arising from or in consequence of any Claim first made against the lawful spouse of any Insured Person during the Period of Insurance arising solely out of his or her capacity as the spouse of any Insured Person. The cover provided by this clause is limited to Financial Loss arising from actions or proceedings for the enforcement of judgments or damages against an Insured Person which relate to the ownership of property (including marital community property) jointly held by the Insured Person and his or her spouse. This clause will not cover any Claim arising out of any act or omission of the spouse.

Section 3 – special exclusions

This part does not cover Financial Loss in respect of any Claim:

1. **Claim by company or insured person**

when such Claim is brought or maintained in whole or in part by or on behalf of the Company or any Insured Person

2. **Fraud**

arising from or in consequence of any intentionally dishonest or fraudulent act or omission or any wilful violation of any statute or regulation committed by any Insured Person if a judgment or other final decision establishes such an intentionally dishonest or fraudulent act or omission or wilful violation

3. **Injury and damage**

- a) for mental or emotional distress (but not in respect of employment claims) or **injury** to any person including any consequential loss directly resulting therefrom
- b) for **damage to property**, including loss of use and any consequential loss directly resulting from that **damage**

4. Parent company

made by or at the instigation of any Parent Company of the Company regardless of whether such Claim is made in the name of the Company or not

5. Prior circumstances

arising from or in consequence of circumstances existing prior to the Period of insurance and which have been reported to any previous insurer

6. Prior litigation

arising from or in consequence of any litigation initiated prior to or pending at the inception date of this part or alleging or deriving from the same or essentially the same facts as alleged in such prior or pending litigation

7. Prior official inquiry

arising from or in consequence of any official examination, inquiry, investigation or other proceedings ordered or commissioned by a legally empowered body initiated prior to or pending at the inception date of this part

8. Prior to acquisition

arising from or in consequence of the Action of any Insured Person of any company prior to becoming a Subsidiary Company

9. Professional services

arising from or in consequence of the provision of or failure to provide professional services

10. Profit or advantage

arising from or in consequence of any Insured Person having gained actual profit or advantage to which he or she had no legal entitlement

11. Public or private offering

arising from or in consequence of any public or private offering of securities made by the Company during the Period of Insurance. If **you** wish **us** to consider providing cover for such offering then **you** must give written notice to **us** including any information **we** may reasonably require as soon as reasonably practicable.

We reserve the right to amend the terms of this part in respect of that public or private offering

12. Trustee

for the infringement of obligations imposed by any statute, regulation or common law whilst acting in the capacity of trustee of any pension or superannuation scheme operated by or on behalf of the Company for the benefit of its Employees.

Section 4 – claims settlement

1. Defence of claim

It is the duty of an Insured Person who receives a Claim to take all reasonable steps to defend such Claim and they shall not do anything which may prejudice **our** position. **We** shall have no duty to defend any Claim made under this part but for any Claim which may be covered under this part **we** shall have the right:

- a) to be provided with all such information regarding the Claim as **we** shall reasonably require and shall be kept fully informed regarding all matters regarding the investigation, defence or settlement of any Claim; and
- b) to receive copies of all relevant documents.

In the event of any dispute between **you** and **us** regarding whether or not to contest any Claim then the procedure described in special condition 2 – Arbitration shall apply.

2. Fair allocation

If a Claim:

- a) is made against any Insured Person or the Company and any defendant not insured under this part
- b) includes both Financial Loss which is covered under this part and Financial Loss together with associated Defence Costs which are not covered

we, the Insured Person and the Company will use all reasonable endeavours to determine a fair allocation between Financial Loss which is covered and Financial Loss and Defence Costs which are not covered under this part.

3. Payments

We will pay Defence Costs to Insured Persons as and when those Defence Costs fall due. Any person with no entitlement to payment of Financial Loss under the terms and conditions of this part must repay **us** any payments of Defence Costs to Insured Persons which have been made by **us**.

4. Payments on behalf of insured persons

If the Company fails to indemnify the Insured Person to the fullest extent permitted or required by law for reasons other than insolvency **we** will pay the Financial Loss on behalf of the Insured Person. **We** will then be entitled to obtain reimbursement from the Company for all payments made by **us** that would not have been made if the indemnity had been provided by the Company.

5. Written consent

Our written consent must be obtained before:

- a) any Defence Costs are incurred
- b) any legal representative is retained to defend any Insured Person to take any steps in connection with any legal proceedings that may potentially be covered by this part
- c) any Claim is settled.

We will not unreasonably withhold such consent.

Section 5 – special conditions

1. **Applicability to each person separately**

Any Application will be construed to be a separate Application for cover for each Insured Person.

No statement in any Application nor knowledge possessed by any Insured Person nor Action of any Insured Person shall be imputed to any other Insured Person for the purposes of determining the availability of cover under this part.

2. **Arbitration**

All disputes and differences arising under or in connection with this part must be referred to arbitration under ARIAS Arbitration Rules. The Arbitration Tribunal will consist of 3 arbitrators, one to be appointed by the claimant, one to be appointed by the respondent and the third to be appointed by the 2 appointed arbitrators.

The third member of the tribunal must be appointed as soon as practicable (and no later than 28 days) after the appointment of the 2 party-appointed arbitrators. The tribunal will be constituted upon the appointment of the third arbitrator.

The arbitrators must be people (including those who have retired) with not less than 10 years experience of insurance or reinsurance within the insurance industry or as lawyers or other professional advisers serving the insurance industry.

Where a party fails to appoint an arbitrator within 14 days of being called upon to do so or where the 2 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 before their appointment by ARIAS (UK) the party or arbitrators in default may make such appointment.

The tribunal has sole discretion to make such orders and directions that it considers necessary for the final determination of the matters in dispute. The tribunal has the widest discretion permitted under the law governing arbitration when making such orders or directions.

3. **Change of ownership**

If any person, entity or group:

- a) acquires more than 50% of **your** share capital
- b) acquires the majority of the voting rights in **you**
- c) assumes the right to appoint or remove the majority of **your** board of directors
- d) assumes control over the majority of the voting rights in **you** subject to written agreement with other shareholders or members
- e) merges with **you**

during the Period of Insurance then the cover provided by this part only applies in respect of Actions occurring prior to the effective date of that change of ownership.

You must give written notice to **us** of the change of ownership as soon as reasonably practicable.

4. Claims notification

It is a condition precedent that the Company or the Insured Person must provide written notice to **us** as soon as is reasonably practicable and in any event no later than 45 days after the expiry of the Period of Insurance of:

- a) any Claim
- b) notice from any person or entity of an intention to make a Claim.

Written notice must include but is not limited to a description of the Claim or circumstances, the nature of the alleged or potential damage, the names of the actual or potential claimants and the date and manner in which the Company or Insured Person first became aware of the Claim or circumstances.

If the Company or any Insured Person become aware of any circumstances which could reasonably be expected to give rise at a later date to a Claim then written notice to **us** of those circumstances will be accepted as the date of notification of a Claim under this part.

Written notice must make reference to the Action which may give rise to a Claim and the material facts which give rise to the belief that a Claim may be made.

5. Claims series

Where more than one Claim arises from one Action or from a series of Actions which are connected or which are by any means inter-related or inter-connected they will be treated as a single Claim and that single Claim will be attributed to the Period of Insurance during which the first Claim was notified.

6. Contracts (Rights of Third Parties) Act 1999

A person or company (including an Insured Person) who was not a party to this part has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this part but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

7. Liquidation

In the event of the liquidation of **you** or any Subsidiary Company this part will continue in force in respect of that company but only in respect of any Action prior to the liquidation. Voluntary liquidation will be treated as having occurred on the date upon which that company passes a resolution for voluntary liquidation. Compulsory liquidation will be treated as having occurred on the date upon which a petition for the compulsory liquidation of that company is presented to the relevant authorities.

8. Subrogation

When **we** pay any Financial Loss **we** will assume all rights of recovery available to any Insured Person or the Company who must give **us** all reasonable assistance in the prosecution of such rights.

Our complaints procedure

We value the opportunity to investigate any concerns you may have about any aspect of our service and are committed to handling all complaints fairly, thoroughly and promptly.

Who to contact in the first instance

Many concerns can be resolved straight away therefore in the first instance please get in touch with your usual contact as they will generally be able to provide you with an immediate response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

If we cannot resolve your complaint straight away we will aim to resolve your concerns as soon as possible and we will keep you informed of progress while our enquiries are continuing.

The majority of complaints we receive are resolved within 4 weeks of receipt.

Next steps if you are not happy with the response provided

We are dedicated to our customers and seek to do what is right however sometimes we may not be able to reach an agreement with you. If this is the case and you remain dissatisfied once you have received our response to your complaint we will refer your complaint to our Customer Relations Team for a separate review.

The Customer Relations Team will contact you to let you know they have received your complaint and when their review is complete they will provide you with a final response on our behalf.

The Financial Ombudsman Service (FOS)

If we are unable to resolve your complaint to your satisfaction within 8 weeks or if you remain dissatisfied following receipt of our final response letter you can ask the FOS to formally review your case. You must contact the FOS within 6 months of our final response.

The FOS contact details are as follows:

Financial Ombudsman Service

South Quay Plaza
183 Marsh Wall
London
E14 9SR

You can telephone for free on:

08000 234 567 for people phoning from a "fixed line" (for example a landline at home)

0300 123 9 123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

or e-mail: complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and will not affect your legal rights.

The FOS can help with most complaints if you are:

- a consumer
- a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2 million
- a charity with an annual income of less than £1 million
- a trustee of a trust with a net asset value of less than £1 million.

If you are unsure whether the FOS will consider your complaint please contact them directly for further information.

You are entitled to contact the FOS at any stage of your complaint.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations. Further information is available on www.fscs.org.uk or you may contact the FSCS on 0800 678 1100.

Following this complaints procedure does not affect your legal rights.



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UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Authorised by the Irish Financial Regulator and subject to limited regulation by the Financial Services Authority.

Details about the extent of our regulation by the Financial Services Authority are available from us on request.

FSA registration number 203093. These details can be checked on the FSA's register by visiting their website www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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Because change happenz.