



Markel Care

**A sustainable solution for organisations
providing care, support and education**



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Policy wording

Markel: Here to prove what **Expect More** means

At Markel, we believe our clients should Expect More from their insurance provider. For our Markel Care policyholders, this means:

Expect

Comprehensive, care-focused insurance and an award-winning claims team*

We call this business as usual

More

- ✓ Sector-specific business consultancy
- ✓ Seamless integration of insurance, tax and legal services
- ✓ Constant innovation
- ✓ Genuine commercial value

Who is Markel?

Markel is an SME-focused insurance provider, whose continuous dedication to delivering a seamless integration of insurance, tax and legal services helps care organisations focus on helping those who need it most. By channelling our energies on specific sectors over the last 25 years, we have taken the notion of insurance cover to another level.

Markel's commitment to delivering the best client outcomes is unashamedly relentless, and our bespoke insurance package for organisations that provide services to children and vulnerable adults is no different.

Markel's world-class credentials:



A fortune 500 company



A family-founded business since 1930



'A' rated insurance company



Five-star Commercial Lines Insurer rating**



Reputation for technical excellence, product innovation and service delivery

Expect More from your award-winning claims team

At Markel, we aim to settle claims as efficiently as possible so our policyholders can get on with their lives. And, by combining far-reaching expertise with dedication to great service, that's exactly what we do. Our award portfolio speaks for itself.



RATED FIVE-STAR
Commercial Lines Insurer
2020/2021



WINNER
Outstanding Services
to the Policyholder



GOLD
Commercial Lines Insurer of the Year
and Customer Champion of the Year

*British Claims Awards 2020 **Insurance Times 2020/21

Our care specialisms

Markel Care is available for two clear groups of care providers

VULNERABLE ADULT SERVICES

Combined insurance for organisations involved in providing services for vulnerable adults.

CHILDREN'S SERVICES

Combined insurance for organisations involved in the provision of care, support and education of children and young people.

Expert support services

As part of your Markel Care policy you are entitled to a number of inclusive benefits to support you in running your business including:



SPECIALIST CARE PRACTITIONER CONSULTANCY

Bespoke care practitioner consultancy is available to Markel Care policyholders, either on-site or desktop, on a range of regulatory, risk and commercial matters. We recognise that smaller companies and traders do not necessarily have the in-house personnel to advise and assist in their decision making.

We have 25 specialist care practitioners from across all client groups who not only understand the key issues being faced across the sector, but can also provide bespoke sector-specific support to those caring for vulnerable adults and children.



LEGAL ADVICE LINE

Markel Care policyholders can benefit from Markel's 24/7 legal helpline, with access to 40 qualified solicitors who can assist care organisations with legal issues they face on a regular basis. The helpline advises on over 200,000 queries a year.

For policyholders that have opted to purchase Employment Law Protection (ELP) cover, Markel offers separate employment law advice to help prevent a claim on a wide range of employment law disputes.

These services help protect care organisations by advising on a range of employment law issues, including disciplinary and grievance procedures, recruitment and dismissals, performance and conduct management processes, unlawful discrimination, and redundancy.



BUSINESS HUB

We understand that care organisations face a wide range of challenges. Business Hub provides assistance to deal with the everyday legal issues around employment, health and safety, trading and contracts, cyber and data, debt and insolvency, as well as having a dedicated care section.

PR Crisis Management

Markel policyholders can access specialist public relations advice from Markel's PR partner, The Counsel House (TCH). This can be used to manage adverse press coverage in mitigation of a claim under the policy. TCH are experienced in providing crisis management assistance to a wide range of organisations from within both the commercial and voluntary sectors. Through TCH's qualified partners and consultants, Markel provides expert guidance and advice on dealing with the media in the event of a crisis. TCH will help manage the situation through the process should this prove necessary.

HOW TO ACCESS THESE SERVICES

Care Practitioner Consultancy

Markel Care policyholders have access to bespoke on-site or desktop care consultancy on a range of regulatory, risk and commercial matters.

Activate your benefits to access your inclusive support.

Legal Advice Line

Access general advice on a range of legal and HR-related matters.

Activate your benefits to get access to our 24/7 qualified team of legal experts.

Business Hub

Get access to Markel's Business Hub that contains letter templates, policies and health and safety guides along with tailored contracts.

Policyholder Claims

If you wish to notify a new claim on your Markel Care policy email us at claimsuk@markel.com

For any queries relating to a claim on your Markel Care policy, please call **0345 355 2227**

Please include your policy number, details of your claim and your contact information.

Employment Law Advice Hotline

For policyholders that have opted to purchase Employee Law Protection (ELP) cover and wish to prevent a claim under the policy, please call **0345 230 0110** in the first instance.

PR Crisis Management

To access this services, Markel policyholders needing support from TCH should telephone **0345 355 2226**

To activate your benefits go to www.markelcare.co.uk/activate

Insurance policy

Social Welfare Combined

Insurance cover provided

Public/products liability
Professional liability
Employers liability
Fidelity
Legal Expenses



Policyholder services

We offer a range of exclusive services for policyholders, which provide practical advice and professional help from industry experts.

Care and health consultancy

Markel social welfare policyholders are entitled to one day's input from leading care and health consultancy, Janjer. Specific support can include policy and procedural reviews, assistance with tenders, complying with legislation and preparing for regulatory visits.

Cyber risks helpline

Markel cyber risks policyholders can access our helpline, provided by Markel Law LLP, to obtain expert legal and technical IT security guidance on issues arising from cyber and data protection risks.

Employer helpline and guides

Markel employment law protection policyholders can access our employer helpline and guides provided by employment law specialists at Markel Law LLP. The employer helpline must be used whenever TUPE issues could potentially arise.

PR crisis management

Specified Markel policyholders have access to specialist public relations advice, public relations organisation, The Counsel House (TCH), to manage adverse press coverage should certain claims situations arise.

Please note:

Cyber risks helpline is available exclusively with cyber and data risks cover.

Employer helpline and guides is available exclusively with employment law protection cover.

PR crisis management is available exclusively with the following policy sections: directors and officers, management liability, executive liability and entity defence. For social welfare, community groups and not-for-profit management liability policyholders, PR crisis management is also available with general liability and professional liability.

For further information, please visit <https://uk.markel.com/services>

Welcome

Welcome and thank you for choosing to buy your social welfare comprehensive policy from Markel.

This document, the schedule and any endorsement(s) attached form your policy. This document sets out the conditions of the insurance between you and us. Please carefully read the following and keep them in a safe place:

- this document,
- the schedule, and
- any endorsements that apply

The insurance contract

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

The cover provided

The cover provided depends on which sections of cover you have chosen. It is important that:

- you check that the sections you have requested are included in the schedule
- you check that the information you have given us is accurate - see 'our reliance on the information provided to us' in the 'important information' section
- you notify your broker as soon as practicable of any inaccuracies in the information you have given us
- you comply with your duties under each section of cover and under this policy as a whole.

Exclusions

Your policy is subject to exclusions and these tell you what is not covered. You will find these in each section of cover.

Conditions

Your policy is subject to certain conditions. You will find these in the relevant section of cover that they apply to.

The meaning of highlighted words

Some of the words in this policy have a special meaning, we have highlighted these words in bold print. Some of these words have the same meaning throughout this policy, these will be found under the section 'words with special meaning that apply throughout this policy (general definitions)'.

Other words only have a special meaning that is used in a specific section of cover or the meaning may vary from one section to another. The meaning of these words is found in the list of 'words with special meaning (definitions)' in each section of cover.

Important information

How to make a claim (excluding legal expenses)

If you want to make a claim under this policy, either:

- contact your insurance broker, or
- contact us by
 - writing to our claims team at Markel (UK) Limited, Verity House, 6 Canal Wharf, Leeds LS11 5AS, or
 - emailing our claims team - claims@markeluk.com

quoting your policy number and the name of the policyholder shown in the policy schedule.

If you wish to discuss a claim under the policy please phone our claims team on 0345 355 2227.

How to make a claim (legal expenses)

If you want to make a claim under the legal expenses section of cover, either:

- contact your insurance broker, or
- contact us by phoning our advice line on 0333 234 8001

If you wish to discuss a claim under the policy please phone our claims team on 0333 234 8001.

Things you must do

You must comply with the claims conditions. These can be found under 'claims conditions that apply to this policy as a whole (claims conditions)'.
All claims are required to be notified in writing in order for us to consider them under the insurance policy.

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

Fraudulent claim

If you make a fraudulent claim under this policy:

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

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

- we will not be liable to you in respect of any relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under this policy (such as a loss, the making of a claim, or the notification of a potential claim), and
- we need not return any of the premium paid.

If this policy provides cover for any person who is not a party to the contract of insurance ('a covered person', for example an officer or an insured person), and a fraudulent claim is made under this policy by or on behalf of a covered person, we may exercise the same rights as above as if there was an individual contract of insurance between the covered person and us. However, the exercise of any of these rights shall not affect the cover

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provided under this policy for any other person.

In respect of any fraudulent claim under the management liability section of cover, we will not exercise our right to treat this policy as having been terminated.

Our reliance on the information provided to us

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

If you become aware that information you have given us is inaccurate you must inform us as soon as practicable.

The information you have provided us constitutes your fair presentation of risk.

A 'fair presentation of the risk' is one

- which discloses to us every material circumstance which you know of or ought to know of, or
 - o gives us sufficient information to put us on notice that we will need to make further enquiries for the purpose of revealing those material circumstances, and
 - o which makes that disclosure in a manner which is reasonably clear and accessible to us

and

- in which every material representation as to a matter of fact is substantially correct and every material representation as to a matter of expectation or belief is made in good faith.

A 'material circumstance' is one that would influence our decision as to whether or not to agree to insure you and, if so, the terms of that insurance. If you are in any doubt as to whether a circumstance is material you should disclose it to us.

If you fail to make a fair presentation of risk there are a number of remedies available to us which are set out in general condition 7 (breach of the duty of fair presentation) in the section 'other conditions that apply to this policy as a whole (general conditions)'.

We will write to you if we intend to take one of these remedies.

How to cancel this policy

You can cancel this insurance (other than the management liability section of cover) at any time by writing to your broker.

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

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

Cooling-off period

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

- the date you receive this insurance policy,

or

- the start of the period of insurance shown in the policy schedule

whichever is the later.

Refund of premium

If we pay (or have agreed to pay) any claim, in whole or in part, then no refund of premium will be allowed.

If we haven't paid (or agreed to pay) any claim, in whole or in part, then:

- if we cancel this policy you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered. This will be calculated on a proportional basis. For example, if you have been covered for 6 months and the period of insurance shown in the policy schedule is for 12 months, the deduction for the time you have been covered will be half the annual premium.
- if you cancel this policy within the cooling-off period we will return to you all of the premium paid without any deduction.
- if you cancel this policy outside the cooling-off period you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered. This will be calculated on a proportional basis.

If the premium is paid by instalments the way we calculate the return premium may differ, please refer to general condition 2 (premium payment) in the section 'other conditions that apply to this policy as a whole (general conditions)'.

How to make a complaint

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

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact your insurance broker.

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

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

or to:

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

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

If you wish to make a complaint regarding the legal expenses section of cover you can do so at any time by writing to:

Markel Legal Expenses Insurance
20 Fenchurch Street
London
EC3M 3AZ

LEIcomplaints@markel.com

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

If a complaint cannot be resolved under the legal expenses section of cover then you may be able to refer the complaint to the Financial Ombudsman Service who will arbitrate over the matter if they are able to.

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

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

The Financial Ombudsman Service (FOS)

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find out more information on the FOS at www.financial-ombudsman.org.uk

The contact details for the FOS are:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

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

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

Website: www.financial-ombudsman.org.uk

In certain situations you will not be able to refer your complaint to the Financial Ombudsman Service.

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

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

Details of the Financial Services Compensation Scheme

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

- compulsory insurance, such as employers liability, is covered for 100% of the claim
- for other insurances 90% of the claim is covered with no upper limit
- further information can be obtained by visiting the Financial Services Compensation Scheme website on www.fscs.org.uk or by telephoning 0800 678 1100 or 020 7741 4100.

Language

This policy and all correspondence between you and us in relation to this policy (including any correspondence in relation to a claim) shall be in English.

Regulatory authorities

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

Data protection

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

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

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

Information notices

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

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

Minimisation and notification

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

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

Rights of third parties

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

Sanctions limitation

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

Brexit

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

Choice of law

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

Any legal proceedings between you and us in connection with this policy will take place in the courts of the part of the United Kingdom in which you live or have your registered office.

Words with special meanings that apply throughout this policy (general definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this policy.

Plural forms of the words defined in this policy have the same meaning when used in the singular form.

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

Clinical trials means the systematic investigation or study of humans carried out to:

- discover and/or verify the effects and or reactions of substances including medical, pharmaceutical or similar products or drugs; or
- verify the safety and performance of a medical device under normal conditions of use.

Computer equipment means any:

- computer
- electronic data processing device, equipment or system

and includes any:

- hardware
- software programme instruction
- data
- component

utilised or intended to be utilised in or by the computer or electronic data processing device, equipment or system.

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

Contamination means the

- contamination
- poisoning
- prevention or limitation of use

of objects due to the effects of chemical or biological substances.

Costs and expenses means legal costs and expenses incurred

- by us, or
- by you (provided we have agreed with you in

writing that you may incur these costs and expenses)

but does not include

- damages and costs awarded against you
- any kind of payment for work or service due to you.

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

Cyber incident means any

- incident, or
- series of incidents, or
- threat, or
- hoax

involving

- the use or operation of any computer equipment, or
- the access to, processing, transmission, storage or use of any electronic data

Discovery period means the period immediately following the expiry of the period of insurance shown in the policy schedule during which

- a claim, or
- circumstance for which cover is provided under the appropriate section of cover can be reported to us.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

Insured, you, your, yours. The meaning of these words can vary depending upon which section of cover they appear in. Their meaning is given under 'words with special meanings (definitions)' under each section of cover.

When these words appear in 'other conditions that apply to this policy as a whole' then they will have the meaning which is given in the relevant section of cover.

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

Mould event means any actual, alleged or threat of:

- contact with
- exposure to
- inhalation of
- absorption of
- discharge of
- dispersal of
- seepage of
- migration of
- release of

- escape of
- presence of
- growth of

mould.

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

Pollution means the:

- discharge
- dispersal
- release, or
- escape

of any irritant or contaminant.

Proposal means all the information supplied to us (whether by written, electronic or any other means) for the purpose of effecting this policy.

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

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

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

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

War means:

- war
- invasion
- act of foreign enemies
- hostilities or warlike operations (whether or not war is declared)
- civil war
- rebellion
- revolution
- insurrection

- civil commotion assuming the proportions of or amounting to an uprising mutiny or usurped power.

Claims conditions that apply to this policy as a whole (claims conditions)

1 Notification of claims

You must notify us in writing

- within 7 days in respect of riot damage
- as soon as possible in respect of all other claims or requests for payment

of

- any claim made against you or an officer
- the receipt of any communication of an intention to make a claim against you or an officer
- any cause, event or circumstance which could or does involve you and may lead to a claim under the legal expenses section of cover
- the discovery of any act of fraud or dishonesty by any employee or any reasonable cause for suspicion of fraud or dishonesty by an employee
- any circumstance of which you or an officer shall become aware which is likely to give rise to
 - a claim against you or an officer, or
 - the instigation of disqualification proceedings, investigation, environmental proceedings, extradition proceedings or tax investigation, or
 - you or an officer seeking payment under this policy

you must give us

- your reasons for your anticipation of a claim, disqualification proceedings, investigation, environmental proceedings, extradition proceedings or tax investigation, or request for payment
- full details of dates and persons involved.

In respect of the

- professional liability
- management liability
- entity defence
- employment law protection
- fidelity
- cyber and data risks
- legal expenses

sections of cover, your notification to us must be within the period of insurance shown in the policy schedule. If you comply with the above then any subsequent

- claim made, or

- disqualification proceedings, investigation, environmental proceedings, extradition proceedings or tax investigation instigated, or
- request for payment

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

If you fail to do this your claim may not be covered or the amount we pay you may be reduced.

2 General claims handling

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

and, in respect of subsection k (public relations crisis management) of the management liability section of cover, subsection a (public relations crisis management) of the entity defence section of cover, subsection a (data loss) and subsection g (public relations crisis management) of the cyber and data risks section of cover

- you must comply with our recommendations or the recommendations of our public relations specialist and/or our IT security specialist as directed
- you must take all reasonable and practicable measures to avoid or reduce costs relating to the crisis or data breach.

If you fail to do this your claim may not be covered or the amount we pay you may be reduced.

3 Business interruption

You must, at your expense,

- give us in writing the details of your request for payment within one month (or within any other further time that we agree to) of the expiry of the cover period
- give us your books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence that we request together with (if we ask) a statutory declaration of the truth of the claim and anything connected with it.

If you fail to do this your claim under the business interruption section of cover, may not be covered or the amount we pay you may be reduced.

4 Losses involving fraud or dishonesty

You must, at your own expense, give us

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

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

- the discovery of any act of fraud or dishonesty by an employee, or

- any reasonable cause for suspicion of fraud or dishonesty by an employee.

If you fail to do this your claim under the fidelity section of cover may not be covered or the amount we pay you may be reduced.

5 Medical examinations

You must ensure that

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

If you fail to do this your claim under the personal accident section of cover or the money and personal assault section of cover may not be covered or the amount we pay you may be reduced.

6 Defence of claims

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

7 Salvage

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

8 Payment of indemnity limit

In respect of the

- professional liability
- public/products liability
- management liability
- entity defence
- employers liability
- employment law protection
- fidelity, and

- cyber and data risks
- legal expenses

sections of cover, we are entitled at any time to pay you or the officer:

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

If we do this we will not be under any further liability to you or the officer in respect of the claim.

9 Electronic data processing media valuation

Despite any provision relating to the basis of settlement of any request for payment under this policy, if electronic data processing media insured by this policy suffers physical damage that is insured by this policy then the basis of valuation will be the cost of the blank media plus the cost of copying the electronic data from back-up or from originals of a previous generation.

If the media is not repaired, replaced or restored the basis of valuation will be the cost of the blank media.

The costs will not include

- research and engineering or any costs of recreating, gathering or assembling the electronic data.
- any amount relating to the value of the electronic data to you or any other party even if the electronic data cannot be recreated, gathered or assembled.

10 Loss of documents

Any payment under subsection g (loss of documents) of the property damage section of cover must be supported by bills or accounts which will be subject to our approval.

11 Legal expenses

We will only cover claims under the legal expenses section of cover where you have obtained our written consent to incur costs and expenses. We will give our consent for you to incur costs and expenses provided that you can satisfy us throughout your claim that

- it is reasonable and proportionate (in relation to your claim) to incur costs and expenses
- other than under the following sections of cover there are reasonable prospects of success,
 - criminal defence - interview under caution
 - court attendance costs
 - coroner's inquest representation

If during the course of your claim you no longer satisfy us of the above, cover under this policy for costs and expenses will be withdrawn and any costs and expenses incurred or awarded on or after the date of withdrawal will not be covered whether we previously agreed to them or not.

We will only pay costs and expenses which are directly relevant to your claim.

We may also require you to obtain a legal opinion from counsel at your expense to satisfy us that there are reasonable prospects of success and it is proportionate (in relation to your claim) to incur costs and expenses.

If based on Counsel's opinion we are satisfied in respect of the above the costs and expenses of obtaining that opinion will be paid by us. We will not pay the excess. This must be paid by you. The excess applies to each claim or series of claims arising from the same original cause.

If we reject your claim solely due to a lack of reasonable prospects of success, we will pay costs and expenses that are proportionate to the legal and/or financial remedy achieved, subject to the terms and conditions of this policy if:

- you proceeded with the legal action which formed your claim to its conclusion with a court, tribunal or equivalent having issued a successful judgment in your favour (excluding any settlement, mediation, alternative dispute resolution or equivalent resolution process)
- you were defending the judgment and were found not at fault
- you were pursuing the judgment and were awarded the remedy you were seeking at the time we rejected your claim
- you tell us about it as soon as possible

You must inform us as soon as an offer of settlement is received and you must obtain our consent before you make or respond to any offer of settlement.

In any settlement you must:

- take into account the prospects of the case and likely future costs and expenses
- try to recover as much costs and expenses as possible

If you reject an offer of settlement which we recommend acceptance of or make an offer which we do not agree with, no further cover will be provided and we may seek to recover from you costs and expenses we have paid.

At our discretion, instead of paying you for costs and expenses, we can choose to pay:

- the damages you are likely to be awarded by a Court or Tribunal, or
- the amount of money being claimed against you or the amount of money the other party will settle for, whichever is the least

If we do this, we will not be under any further liability to you in respect of the claim.

You must co-operate with us and your representative at all times during the course of your claim this includes

- allowing us and your representative to communicate directly with each other about your case
- providing a full and truthful account of your case and with all necessary documentation or evidence
- attending any meetings as required
- instructing your representative to provide us with information, documentation or evidence we require (even if privileged) and regular updates including when anything negatively affects the factors we took into account in accepting your claim.

If the outcome of your case is that another party is found responsible for reimbursing you for some or all of your costs and expenses, you and your representative must make every effort to fully recover those costs and expenses which you must re-pay to us.

If the legal case was settled and the terms of the settlement do not specify the split between damages and costs and expenses then a fair and reasonable proportion of that settlement will be treated as costs and expenses and paid to us.

If any money is recovered from the other party then that money will be treated as costs and expenses and repaid to us first until all costs and expenses have been repaid to us.

A copy of all invoices for costs and expenses you receive from your representative should be forwarded to us within 30 days of the date the invoice was issued. If we require, you must ask your representative to send the costs for assessment by a court or tribunal or to a costs lawyer of our choice.

You are responsible for the payment of all costs and expenses. We will reimburse you for the costs and expenses covered under your policy. We may settle these costs and expenses directly if we choose to do so.

If you wish to appeal against the judgment or decision of a court or tribunal or if there is an appeal against a judgment that is in your favour, we will consider providing further cover if

- we covered the initial legal proceedings that are being appealed as a claim and cover was not withdrawn
- the grounds for the appeal were submitted to us as soon as possible and before any deadline set by the Court or Tribunal

If we require, you must co-operate in an appeal against the judgment or decision of a Court or Tribunal.

In all cases your representative will be appointed in your name and on your behalf.

We will choose a representative to act on your behalf other than at the point of an inquiry or legal proceedings where you will have freedom to choose your representative subject to us approving your choice.

You will also have freedom to choose your representative if there is a legal conflict of interest between you and us subject to us approving your choice.

When selecting your representative, you must have regard to your duty to minimise the cost of any claim.

The name and address of your chosen representative must be notified to us in writing. We will accept your choice if

- we are satisfied that your chosen representative will co-operate with us and enable you to comply with the terms and conditions of your policy
- the representative has the necessary experience to deal with the dispute
- the representative's charging rates are fair and reasonable in regard to the dispute

A dispute arising from your choice of representative may be referred to arbitration in accordance with the information provided at the beginning of this document 'how to make a complaint'

You must not enter into any agreement with your representative as to the basis of calculation of costs and expenses without our written consent.

If in any claim your representative wishes to instruct counsel or an expert the following must be submitted to us for our approval

- the expert's or Counsel's name
- details of their expertise
- charging rates and estimated cost
- an explanation of the need for such instruction

Other conditions that apply to this policy as a whole (general conditions)

1 Subrogation

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

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

We agree not to exercise those rights under the professional liability section of cover and the cyber and data risks section of cover against any director or member of yours or any employee unless the claim is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the director, member or employee.

We agree, under all section of covers apart from

- the professional liability section of cover
- the public/products liability section of cover
- the management liability section of cover
- the employers liability section of cover
- the employment law protection section of cover

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

2 Premium payment

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

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

3 Notice

Any notice under this policy will be regarded as given

- to us if sent by prepaid post to Markel (UK) Limited, Verity House, 6 Canal Wharf, Leeds, LS11 5AS
- to you or the officer if sent by post to your last known address.

4 Multiple insureds

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

of cover.

5 Non-aggregation

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

6 Breach of terms not relevant to the actual loss

If you or the officer fail to comply with a term (express or implied) of this policy (other than a term that defines the risk as a whole) and compliance with the term would tend to reduce the risk of a loss, either

- of a particular kind, and/or
- at a particular location, and/or
- at a particular time

we cannot rely on the breach of the term to exclude, limit or discharge our liability under this policy if you or the officer show that the failure to comply with the term could not have increased the risk of loss which actually occurred in the circumstances in which it occurred.

7 Breach of the duty of fair presentation

(a) breach of duty prior to entering into this contract of insurance

If you or the officer breach the duty of fair presentation prior to entering into this insurance contract, the remedies available to us are:

- if the breach of the duty of fair presentation is deliberate or reckless:
 - we may avoid this policy and refuse all requests for payment, and
 - we need not return any of the premium paid
- if the breach of the duty of fair presentation is not deliberate or reckless, our remedy will depend upon what we would have done if you or the officer had complied with the duty of fair presentation
 - if we would not have entered into the contract of insurance at all we may avoid this policy and refuse all requests for payment and will return the premium paid
 - if we would have entered into the contract of insurance but on different terms (other than terms relating to the premium), this policy will be treated as if it had been entered into on those different terms from the outset
 - in addition, if we would have entered into the contract but would have charged a higher premium we may proportionately reduce the amount to be paid under this policy and, if applicable, any amount already paid in the same proportion as the premium we would have charged bears to the premium actually charged.

(b) breach of duty prior to entering into a variation of this contract of insurance

If you or the officer breach the duty of fair presentation prior to entering into a variation of this insurance contract, the remedies available to us are:

- if the breach of the duty of fair presentation is deliberate or reckless:
 - we may treat this policy as having been terminated from the time when the variation was concluded, and

- we need not return any of the premium paid
- if the breach of the duty of fair presentation is not deliberate or reckless, our remedy will depend upon what we would have done if you or the officer had complied with the duty of fair presentation
 - if we would not have agreed to the variation at all we may treat the contract as if the variation was never made and will return any extra premium paid
 - if we would have agreed to the variation but on different terms (other than terms relating to the premium), the variation will be treated as if it had been entered into on those different terms from the outset

in addition, if either

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

we may proportionally reduce the amount to be paid under this policy arising out of events after the variation.

Public/products liability

What is covered

a Public liability

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

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

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

We will not pay you under this subsection of cover (public liability) if your liability arises in any way from a product.

What we will pay

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

The most we will pay for all claims in total in the period of insurance shown in the policy schedule arising in any way from abuse is the limit.

In addition:

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

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

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

b Products liability

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

- an injury to any person; or

- loss or damage to material property,

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

What we will pay

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

In addition:

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

c Public relations crisis management

We will pay you for costs resulting from the use, with our prior agreement, of the crisis response service following

- any actual or alleged incident of abuse
- the death or injury
- the disappearance, misplacing or abduction

of any person in your care, first occurring and reported to us during the period of insurance shown in the policy schedule, which could result in a claim under subsection of cover a (public liability) and where, in our opinion, there is a risk to your business as a consequence of adverse press, publicity or media attention.

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

What we will pay

The most we will pay in the period of insurance shown in the policy schedule for costs resulting from the use of the crisis response service is £25,000.

d Compensation for court attendance

If at our request:

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

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

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

for each day on which attendance is required.

e Health and safety at work

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

- the Health and Safety at Work Act 1974, or
- the Health and Safety at Work (Northern Ireland) Order 1978, or
- any legislation amending or re-enacting the above

committed or alleged to have been committed in the course of your business during the period of insurance shown in the policy schedule.

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

What we will pay

The most we will pay for all costs and expenses in total in the period of insurance shown in the policy schedule is £500,000. This amount is inclusive of and not additional to the amount we will pay under

- subsection of cover a (public liability), and
- subsection of cover b (products liability).

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

f Extensions to the public liability cover

Subsection of cover a (public liability) of this section of cover is extended to include the following:

1 Indemnity to principal

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

However, we will only pay the principal if

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

2 Damage to hired or rented premises

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

We will not pay the first £250 of the damages and costs or costs and expenses unless the loss or damage results from fire or explosion. This must be paid by you.

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

3 Defective Premises Act 1972

We will pay you for your legal liability for damages and costs awarded against you arising from

any claim made against you which arises from a breach of

- section 3 of the Defective Premises Act 1972, or
- section 5 of the Defective Premises (Northern Ireland) Order 1975, or
- any legislation amending or re-enacting the above

in connection with premises which you have disposed of.

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

4 Use of motor vehicles that do not belong to you (motor contingent liability)

Despite exclusion 11 (motor vehicles and vessels) of this section of cover, we will pay you for your legal liability for damages and costs awarded against you arising from any claim made against you which arises from the use of any motor vehicle being used for the purpose of your business and which is

- not your property, and/or
- not provided by you.

We will not pay you for

- any damage to the vehicle or any property on or in the vehicle
- any liability resulting from the vehicle being driven by anyone other than an employee

where the vehicle is being used outside of the United Kingdom.

5 Overseas liability

The cover provided by subsection of cover a (public liability) is extended to include wrongful acts occurring anywhere in the world in respect of non-manual work.

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

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

- your legal liability for damages and costs awarded against you, plus
- costs and expenses

is the limit.

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

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

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

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

7 Member to member liability

If any member of your

- canteen, social, sports or welfare organisations, or
- fire, ambulance, first aid, medical or security services

brings an action for damages against any other member then we will pay the member against whom the action is brought in the same way that we would pay you if the action had been brought against you..

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

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

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

8 Data Protection Act 1998

Provided that you do not provide computer services to others as part of your business we will pay you for your legal liability for damages and costs awarded against you arising from any claim made against you which arises from

- section 13 of the Data Protection Act 1998, or
- any legislation amending or re-enacting the Act, or
- any legislation enacted into United Kingdom law for the transfer, storage, control or processing of information or data, for example General Data Protection Regulation

in connection with your business during the period of insurance shown in the policy schedule.

We will not pay you

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

g Extensions to the products liability cover

Subsection of cover b (products liability) of this section of cover is extended to include the following:

9 Consumer protection and food safety

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

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

committed or allegedly committed in the course of your business during the period of insurance

shown in the policy schedule including costs and expenses in an appeal against conviction.

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

10 Product to product liability

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

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

What is not covered (exclusions)

1 Fines and penalties

We will not pay you for any

- fine or penalty
- non-compensatory damages.

2 Radioactive contaminations and sonic bangs etc

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

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

and in Northern Ireland and the Republic of Ireland only

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

3 War risks and terrorism

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

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

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

- contamination due to terrorism

If we allege that, because of this exclusion, any loss is not covered by this policy the burden of

proving otherwise will be upon you.

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

4 Confiscation etc.

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

5 Electronic data

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

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

6 Mould

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

7 Other insurance

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

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

8 Legal action

We will not pay you

- where the claim is brought in a court of law outside the jurisdiction shown in the policy schedule for this section of cover, and/or
- where action for damages is brought in a court within that jurisdiction to enforce a foreign judgment.

9 Employers liability

We will not pay you where your legal liability arises in any way from

- injury to any employee that results from their employment by you, or
- a breach of any obligation you owe as an employer to any employee or prospective employee.

10 Property damage

We will not pay you where your legal liability arises in any way from loss or damage to

- property that belongs to you, or
- property or that part of any property on which you or anyone acting on your behalf are or have been working where the loss or damage is a direct result of the work, or
- property that is in your charge, custody or control or in the charge, custody or control of an

employee, other than

- the personal property of your directors, partners, visitors or employees, or
- premises (including fixtures, fittings and contents) that are not owned, hired or rented by you but are temporarily occupied by you for the purpose of your business.

11 Motor vehicles or vessels

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

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

12 Professional services

We will not pay you where your legal liability arises in any way from

- the provision of, or the failure to provide, professional services
- any breach of a professional duty owed.

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

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

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

14 Pollution

We will not pay you where your legal liability arises in any way from

- pollution, and/or
- the cost of removing, treating or cleaning up the pollution.

However, we will pay you if the pollution occurs anywhere other than the United States of America and/or Canada (including any dependency or trust territory) and provided:

- the pollution is caused by a sudden identifiable unintended and unexpected incident.
- the incident takes place in its entirety at a specific time and place during the period of insurance shown in the policy schedule.

- all pollution arising from the incident will be regarded as having taken place at the time of the incident.
- all pollution arising from the incident will be regarded as one incident irrespective of the number of periods of insurance over which the pollution occurs.

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

15 Asbestos

We will not pay you where your legal liability arises in any way from the

- manufacture
- mining
- processing
- distribution
- testing
- remediation
- removal
- storage
- disposal
- sale
- use of, or
- exposure to

asbestos or materials or products containing asbestos.

16 Joint ventures

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

17 Products

We will not pay you:

- for the cost of repair, alteration, removal, recall or replacement of a product or for the cost of its reduction in contract value.
- where you know that the product will be used in any aircraft or aerial device.
- where you know the product will be used in the petrochemical industry.
- where you know the product is exported to Canada or the United States of America or any dependency or trust territory.
- where your legal liability arises in any way from the sale, supply, processing, installation, servicing, repairing, altering, treating or renovation of second hand

- electrical goods or products
- gas appliances
- appliances containing or using flammable liquids.

18 Contractual liability (public liability)

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

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

19 Contractual liability (products liability)

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

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

20 Excluded activities

We will not pay you where your legal liability arises in any way from an excluded activity.

21 Play inflatables

We will not pay you where your legal liability arises in any way from the use of any play inflatable, or any inflatable of a similar kind, owned, operated or hired by you.

- However, this exclusion shall not apply if the play inflatable has a current PIPA test certificate and issued in accordance with the manufacturer's recommendations, and
- supervised by a responsible adult when in use.

22 Fairground rides and amusements

We will not pay you where your legal liability arises in any way from the use of mechanical fairground amusements and/or rides owned, operated or hired by you.

However, this exclusion will not apply to any fairground equipment and/or rides which are owned and operated by any person who is a current member of the Showman's Guild.

23 Clinical trials

We will not pay you where your legal liability arises in any way from a clinical trial.

24 Cyber Liability

Despite extension 8 to the public liability section of cover, we will not pay you for any loss or legal liability caused by or arising in any way from any actual or alleged unauthorized acts (including malicious acts) which result in access to, disruption of, or any failure of any computer equipment or other equipment or component or system or item which processes, stores or receives electronic data.

Conditions that apply to this section of cover

1 Continuous, repeated or intermittent abuse

In respect of any claim under this section of cover that involves in any way continuous abuse

- the continuous abuse will be regarded as one originating cause
- subject to the clauses headed 'what we will pay', our liability under this section of cover in any one period of insurance for any claim or relating to any person who has suffered continuous abuse will be that proportion of the total claim which the period of insurance bears to the total period of the continuous abuse.

2 Specified activities

When specified activities are carried out,

- you will ensure that those specified activities are carried out:
 - under the supervision and control of a suitably qualified instructor authorised by and registered with a regulatory body
 - under the control of a club which is an authorised member of the regulatory body
 - in accordance with any code of practice or recommendations issued by the regulatory body
- you maintain all your rights and remedies against those instructors and/or clubs.

If you fail to do this your claim may not be covered or the amount we pay you may be reduced.

3 Trampolines and similar equipment

You will ensure that when trampolines and similar equipment are used

- only one person is on the trampoline at any one time and is supervised on a one to one basis by a responsible adult;
- where the trampoline or similar equipment is owned, operated or hired by you
 - the trampoline is erected, maintained and used in accordance with manufacturer's recommendations
 - the trampoline is put away after use or made inaccessible.

If you fail to do this your claim may not be covered or the amount we pay you may be reduced.

4 Ball pools

You will ensure that any ball pools owned, operated or hired by you are

- used, erected, maintained and cleaned in accordance with manufacturer's recommendations
- supervised by a responsible adult when in use
- only persons of similar age, weight or build use the ball pool at any one time
- checked daily to remove foreign items from the ball pool
- if soiled, evacuated and the affected balls removed and cleaned
- only used by persons who have removed all items of jewellery, keys, coins and similar items prior to entering the ball pool.

If you fail to do this your claim may not be covered or the amount we pay you may be reduced.

5 British Pyrotechnists Association

You will ensure that when you engage any person, firm or company to provide fireworks or firework displays they are members of the British Pyrotechnists Association and

- at the time of the event have public liability insurance which provides cover of not less than £1,000,000
- you have seen and recorded evidence of that public liability insurance being in full force and effect,

If you fail to do this your claim may not be covered or the amount we pay you may be reduced.

6 Playground equipment

You will ensure that all fixed playground equipment owned by and/or operated by you are

- inspected by you at least once a month and maintained in good condition; and
 - will be inspected:
 - annually, and
 - in respect of new equipment, a post installation inspection is carried out
- by a member of the Register of Play Inspectors International Ltd (RPII) and all subsequent recommendations are implemented.

If you fail to do this your claim may not be covered or the amount we pay you may be reduced.

7 Fundraising events

You will ensure that, in respect of any fund raising event

- attendance at the event does not exceed 500 people at any one time
- alcohol or any other intoxicating substance is neither sold nor provided
- where approval for the event is required from the police and/or a competent authority it has been granted
- if the event involves the use of fireworks, firework displays or bonfires
 - it is organised in accordance with HSG124 'Giving your own firework display: How to run and fire it safely'
 - professional firework organisers are used and that they are members of the British Pyrotechnists Association.

If you fail to do this your claim may not be covered or the amount we pay you may be reduced.

8 Calibration procedures and maintenance

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

If you fail to do this your claim may not be covered or the amount we pay you may be reduced.

9 Fire and electrical safety

You must ensure that

- a Gas Safe registered engineer

- annually inspects and services all gas appliances (including portable heating appliances), fittings and flues, and
- undertakes all necessary remedial work following the inspection and servicing
- a competent person authorised to undertake building regulations Part P (electrical safety) inspections
 - inspects and services all electrical equipment and appliances (including portable heating appliances) prior to their initial use and at least once every five years following the initial inspection and service
 - inspects the electrical system at least once every five years to ensure safety and compliance with current electrical regulations
- you provide adequate and suitable receptacles for the safe disposal of smoking materials in those areas of the premises where smoking is allowed.

If you fail to do this your claim under this section of cover may not be covered or the amount we pay you may be reduced.

10 Deep-fat frying equipment precautions

Where you have any deep-fat frying equipment at the premises (other than a table top basket fryer) you must ensure that

- a flame-failure device is fitted when such equipment is gas or oil-fired
- a thermostat is fitted preventing temperature of the fat or oil exceeding 205 degrees centigrade or the manufacturer's recommended temperature whichever is the lower
- a non-self resetting temperature control is fitted which shuts off the heat source if the temperature of the fat or oil exceeds 230 degrees centigrade or the manufacturer's recommended temperature whichever is the lower
- extraction of heat, fumes and/or combustion products is via either
 - an integral duct, or
 - an overhead canopy and duct system vented directly to the opening
- all ducts and their fixings and/or supports are constructed of galvanised or stainless steel
- the grease trap, filter and other grease removal devices are cleaned at least once a week or at shorter intervals if recommended by the manufacturer
- the grease extract ducting is cleaned at least once a year or at shorter intervals if recommended by the manufacturer
- the equipment is serviced in accordance with the manufacturers recommendations at least once a year or at shorter intervals if recommended by the manufacturer
- the equipment is attended at all times by a competent person whilst the heat source is in operation
- an adequately sized fire blanket (meeting the appropriate British Standard) is kept at all times within the vicinity of the range.

If you fail to do this your claim under this section of cover may not be covered or the amount we pay you may be reduced.

11 Battery charging

When charging batteries for battery powered wheelchairs, scooters or mobility aids you must ensure that

- the batteries are charged in accordance with the manufacturer's recommendations and, if the batteries are vented
- the batteries are charged in a dedicated, well ventilated area that is free of all combustible material and sources of ignition.

If you fail to do this your claim under this section of cover may not be covered or the amount we pay you may be reduced.

12 Temporary portable heating appliances

Where portable heating appliances are used, you must ensure that

- only electrical or gas fired appliances are used
- they are
 - used, maintained and serviced, and
 - sited away from combustible materials
- in accordance with the manufacturer's recommendations
- the heater is stable, sited and guarded so as to prevent burns from contact with hot surfaces, naked flames or electric bars
- all leads, cables or fuel pipes are adequately secured and protected so as not to present a trip hazard
- the heaters are turned off when the area in which they are being used is not occupied.

If you fail to do this your claim under this section of cover may not be covered or the amount we pay you may be reduced.

Words with special meanings (definitions)

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

Abuse means physical, emotional or sexual abuse.

Business. In addition to the meaning given under 'words with special meanings throughout this policy' business also means

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

Continuous abuse means continuous, repeated or intermittent abuse, maltreatment, molestation or harassment

which does not arise from a sudden identifiable and unexpected event that occurs in its entirety at a specific time and place.

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

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

and who are working for you

- under your direct control in connection with your business, and
- they are normally resident in the United Kingdom.

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

Excluded activity means:

- barfly jumping, parkour, "street running", "B.A.S.E." jumping, pole climbing, elastic rope sports or activities
- contact sports other than association football as an amateur
- driving of a motor vehicle by anyone not licensed to drive that vehicle on a public road (irrespective of whether or not the vehicle is being driven on a public road)
- hang gliding, flying (other than as a commercial fare-paying passenger)
- horse-riding (including pony trekking and equestrian sports) or other animal rides (other than when undertaken at an accredited British Horse Society stable)
- jet-skiing, water-skiing, sub-aqua diving
- martial arts (other than tai chi)
- motor sports including motorcycles and quad bikes
- paintballing
- raft racing, white water rafting
- road rallies, air displays
- shooting (other than clay-pigeon shooting),
- the following when they are not undertaken at activity centres registered with and licensed by the Adventure Activities Licensing Authority
 - adventure activities
 - outward bound courses

- abseiling
- rapelling
- assault courses
- dirt, vert, street, flatland and BMX freestyle disciplines of BMX cycling; cross country, trail riding, all mountain, downhill, freeride, slopestyle dirt jumping and trials disciplines of mountain biking
- mountaineering, cliff or rock climbing without the use of ropes
- winter sports (other than curling or skating)

• use of fireworks, firework displays or bonfires

However, if the bonfires and firework displays

- are organised in accordance with HSG124 'Giving your own firework display; How to run and fire it safely', and
- use professional firework display organisers who are members of the British Pyrotechnists Association, and
- have less than 500 attendees

then they will not be regarded as an excluded activity.

Fundraising events means

- anniversary parties/birthday parties
- baby show competitions
- bazaars
- charity auctions
- coffee mornings
- collections
- conferences/seminars
- craft fairs
- dances
- exhibitions/displays/flower shows
- fun runs and walks (other than those which require police and/or competent local authority approval)
- garden parties/street parties/barbecues
- golf days
- jumble sales/bring and buy sales/car boot sales
- training courses
- village hall/local theatre promotions, recitals or concerts
- any other event which we have agreed and confirmed in writing to you.

Injury means:

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

Insured, you, your, yours means

- the person or persons, and/or
- the firm and all partners and former partners in the firm, and/or
- the limited liability partnership, and/or
- the trust, and/or
- the company

named as the policyholder in the policy schedule, and/or

- the estates, heirs or legal representatives of any natural person above who has died or become incapacitated, insolvent or bankrupt but only in relation to a claim against the policyholder.

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

- any governor, director, council member, member, officer or trustee of yours, or
- any employee, and
- any officer or member of your canteen, social, sports or welfare organisations, fire, ambulance, first aid, medical or security services (but only whilst they are acting in their capacity as an officer or member of the above organisations or services).

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

Product means any goods or products, including

- their containers
- labelling and instructions provided in connection with the goods or products

which are:

- sold
- supplied
- processed
- installed

- serviced
- repaired
- altered
- treated, or
- renovated

by you or on your behalf.

Professional services means the following services performed by you or on your behalf in connection with your business

- advocacy
- assessments
- consultancy work
- counselling
- design and implementation of care programmes
- diagnosis
- education, teaching and training
- investigations
- publishing
- remedial treatment
- research

Regulatory body means any of the following that are appropriate to the specified activity

- the Adventure Activities Licensing Authority
- the Amateur Swimming Association
- the British Association of Snowsport Instructors
- the British Balloon and Airship Club
- the British Canoe Union
- the British Gliding Association
- the British Parachuting Association
- the British Mountaineering Council
- the Civil Aviation Authority
- the Clay Pigeon Shooting Association
- the Grand National Archery Society
- the Maritime and Coastguard Agency

- the Mountain Leader Training Board
- the National Caving Association
- the Royal Yachting Association, and
- Snowsport England.

Specified activity means:

- adventure activities or outward bound courses undertaken at activity centres registered with and licensed by the Adventure Activities Licensing Authority
- archery
- ballooning
- clay-pigeon shooting
- dry slope skiing
- gliding
- mountaineering, cliff or rock climbing (including indoor climbing) with the use of ropes
- parachuting
- pot-holing or any subterranean activities
- sailing or canoeing
- swimming or diving (other than at a sports or leisure centre when undertaken under the supervision of suitably qualified lifeguards).

Wrongful act means

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

and, in respect of subsection of cover a (public liability):

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

Professional liability

What is covered

a Civil liability

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

- negligence
- unintentional breach of confidentiality
- unintentional breach of copyright
- libel, slander or defamation
- any other actual or alleged act, error or omission that results in a civil liability

committed during the carrying out of your professional services.

In addition we will pay

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

What we will pay

The most we will pay in the period of insurance shown in the policy schedule for all claims in total plus all costs and expenses is the limit.

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

b Public relations crisis management

We will pay you for costs resulting from the use, with our prior agreement, of the crisis response service following

- any actual or alleged incident of abuse, maltreatment or molestation
- the death or injury
- the disappearance, misplacing or abduction

of any person in your care, first occurring and reported to us during the period of insurance shown in the policy schedule, which could result in a claim under this section of cover and where, in our opinion, there is a risk to your business as a consequence of adverse press, publicity or media attention.

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

What we will pay

The most we will pay in the period of insurance shown in the policy schedule for costs resulting from the use of the crisis response service is £25,000.

c Compensation for court attendance

If at our request

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

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

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

for each day on which attendance is required.

d Discovery period

If we refuse to renew this section of cover (professional liability) for reasons other than

- non-payment of premium, or
- failure to comply with or observe the terms, provisions and conditions of this policy

or if you decline to accept our renewal terms, then you will automatically be entitled to a 30 day discovery period.

The discovery period will only apply to wrongful acts first committed or allegedly committed during the period of insurance shown in the policy schedule.

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

What is not covered (exclusions)

1 Fines and penalties and liquidated damages

We will not pay you for any

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

2 Radioactive contaminations and sonic bangs etc.

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

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component

- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

and in Northern Ireland and the Republic of Ireland only

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

3 War risks and terrorism

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

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

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

- contamination due to terrorism

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

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

4 Mould

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

5 Other insurance

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

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

6 Legal action

We will not pay you

- where the claim is brought in a court of law outside the jurisdiction shown in the policy schedule for this section of cover, and/or
- where action for damages is brought in a court within that jurisdiction to enforce a foreign judgment.

7 Employers liability

We will not pay you where your legal liability arises in any way from

- injury to any employee that results from their employment by you, or
- a breach of your responsibility as an employer to any employee or prospective employee.

8 Property

We will not pay you where your legal liability arises in any way from the ownership, possession or use by

you or on your behalf of any

- land
- buildings
- aircraft
- watercraft, or
- mechanically propelled vehicle.

9 Dishonest and malicious acts

We will not pay you where your legal liability results from any

- dishonest
- fraudulent
- criminal, or
- malicious

act or omission committed by any person after the discovery of reasonable cause for suspicion of that person.

In addition:

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

10 Joint ventures

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

11 Circumstances known at inception

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

12 Retroactive date

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

13 Pollution

We will not pay you where your legal liability arises from or in any way involves pollution.

14 Products

We will not pay you where your legal liability arises from or in any way involves any product.

15 Insolvency or bankruptcy

We will not pay you where your legal liability arises in any way from your insolvency or bankruptcy.

16 Financial interest

We will not pay you for any claim made against you by

- any parent company, ultimate holding company or subsidiary company, or
- any person or entity having a financial, executive or controlling interest in your operation, or
- any company or entity in which you or any director, member or partner of yours has a financial, executive or controlling interest.

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

17 Trading losses

We will not pay you where your legal liability arises in any way from

- any trading losses, or
- any trading liabilities, or
- any debts incurred

by any business managed by or carried on by you.

18 Funding exclusion

We will not pay you where your legal liability and costs awarded against you and/or costs and expenses arise in any way from any dispute between you and the following providers of finance or funds in relation to your legal entitlement to, or obtaining of, the finance or funds

The providers of finance to which this exclusion applies are:

- a non enterprise, or government business enterprise, or a government agency; or
- a local authority or local authority agency; or
- a European Union funding agency.

19 Healthcare professional

We will not pay you where your legal liability arises from you acting in your professional capacity as a doctor, surgeon, physician, midwife, prescribing nurse (except when acting in a nursing capacity only), dentist, or anaesthetist.

20 Asbestos

We will not pay you where your legal liability arises in any way from or involves the

- manufacture
- mining

- processing
- distribution
- testing
- remediation
- removal
- storage
- disposal
- sale
- use

or exposure to asbestos or materials or products containing asbestos.

21 Intellectual property rights

We will not pay you for any claim alleging any breach of intellectual property rights including:

- copyright
- patent
- registered design
- trade mark
- passing off

However, we will pay you if the claim alleges unintentional breach of confidentiality or unintentional breach of copyright.

22 Clinical Trials

We will not pay you where your legal liability arises in any way from you conducting a clinical trial.

23 Cyber Liability

We will not pay you for any actual or alleged loss or legal liability arising in any way from any actual or alleged

- cyber incident
- the transmission of a computer virus
- recovering or reconstituting data

Conditions that apply to this section of cover

1 Medical malpractice

You will ensure that any doctor, surgeon, physician, midwife, prescribing nurse, (other than when acting in a nursing capacity only), dentist or anaesthetist who is employed by you or contracted to provide services for you will:

- be a current member of their recognised UK governing professional body or association; and
- have in place their own insurance or arrangements of a similar kind to insure against their professional errors, omissions, negligence or malpractice.

If you fail to do this your claim may not be covered or the amount we pay you may be reduced.

2 Calibration procedures and maintenance

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

If you fail to do this your claim may not be covered or the amount we pay you may be reduced.

3 Maintenance of rights and remedies

You must maintain all your rights and remedies against all service providers, designers, consultants or contractors that you engage.

If you fail to do this your claim may not be covered or the amount we pay you may be reduced.

4 Fire and electrical safety

You must ensure that

- a Gas Safe registered engineer
 - annually inspects and services all gas appliances (including portable heating appliances), fittings and flues, and
 - undertakes all necessary remedial work following the inspection and servicing
- a competent person authorised to undertake building regulations Part P (electrical safety) inspections
 - inspects and services all electrical equipment and appliances (including portable heating appliances) prior to their initial use and at least once every five years following the initial inspection and service
 - inspects the electrical system at least once every five years to ensure safety and compliance with current electrical regulations
- you provide adequate and suitable receptacles for the safe disposal of smoking materials in those areas of the premises where smoking is allowed.

If you fail to do this your claim under the public/products liability section of cover and the property damage section of cover may not be covered or the amount we pay you may be reduced.

5 Deep-fat frying equipment precautions

Where you have any deep-fat frying equipment at the premises (other than a table top basket fryer) you must ensure that

- a flame-failure device is fitted when such equipment is gas or oil-fired
- a thermostat is fitted preventing temperature of the fat or oil exceeding 205 degrees centigrade or the manufacturer's recommended temperature whichever is the lower
- a non-self resetting temperature control is fitted which shuts off the heat source if the temperature of the fat or oil exceeds 230 degrees centigrade or the manufacturer's recommended temperature whichever is the lower

- extraction of heat, fumes and/or combustion products is via either
 - an integral duct, or
 - an overhead canopy and duct system vented directly to the opening
- all ducts and their fixings and/or supports are constructed of galvanised or stainless steel
- the grease trap, filter and other grease removal devices are cleaned at least once a week or at shorter intervals if recommended by the manufacturer
- the grease extract ducting is cleaned at least once a year or at shorter intervals if recommended by the manufacturer
- the equipment is serviced in accordance with the manufacturers recommendations at least once a year or at shorter intervals if recommended by the manufacturer
- the equipment is attended at all times by a competent person whilst the heat source is in operation
- an adequately sized fire blanket (meeting the appropriate British Standard) is kept at all times within the vicinity of the range.

If you fail to do this your claim under the public/products liability section of cover and the property damage section of cover may not be covered or the amount we pay you may be reduced.

6 Battery charging

When charging batteries for battery powered wheelchairs, scooters or mobility aids you must ensure that

- the batteries are charged in accordance with the manufacturer's recommendations
- and, if the batteries are vented
- the batteries are charged in a dedicated, well ventilated area that is free of all combustible material and sources of ignition.

If you fail to do this your claim under the public/products liability section of cover and the property damage section of cover may not be covered or the amount we pay you may be reduced.

7 Temporary portable heating appliances

Where portable heating appliances are used, you must ensure that

- only electrical or gas fired appliances are used
 - they are
 - used, maintained and serviced, and
 - sited away from combustible materials
- in accordance with the manufacturer's recommendations
- the heater is stable, sited and guarded so as to prevent burns from contact with hot surfaces, naked flames or electric bars
 - all leads, cables or fuel pipes are adequately secured and protected so as not to present a trip hazard
 - the heaters are turned off when the area in which they are being used is not occupied.

If you fail to do this your claim under the public/products liability section of cover and the property

damage section of cover may not be covered or the amount we pay you may be reduced.

Words with special meanings (definitions)

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

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

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

and who are working for you

- under your direct control in connection with your business, and
- they are normally resident in the United Kingdom.

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

Injury means

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

Insured, you, your, yours means

- the person or persons, and/or
- the firm and all partners and former partners in the firm, and/or
- the limited liability partnership, and/or
- the trust, and/or
- the company

named as the policyholder in the policy schedule.

In the event of the death, incompetency, incapacity, bankruptcy or insolvency of any natural person named as this policyholder or partner or former partner of this policyholder then it also means

- the estate, and/or
- the heirs, and/or
- the legal representatives (including anyone to whom their rights or liabilities have been legally transferred or anyone appointed to act for them)

of the person or partner concerned.

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

- any governor, director, council member, member, officer or trustee of yours, or
- any employee

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

Product means any goods or services, including

- their containers
- labelling and instructions provided for the goods or services

which are

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

by you or on your behalf.

Professional services means the following services performed by you or on your behalf in connection with your business

- advocacy
- assessments
- consultancy work
- counselling
- design and implementation of care programmes
- diagnosis
- education, teaching and training

- investigations
- publishing
- remedial treatment
- research

Retroactive date means either

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

Wrongful act means any actual or alleged

- negligence
- unintentional breach of confidentiality
- unintentional breach of copyright
- libel, slander or defamation
- any other actual or alleged act, error or omission that results in a civil liability

Employers liability

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

What is covered

a Employers liability

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

Provided always that

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

We will also pay

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

What we will pay

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

b Compensation for court attendance

If at our request

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

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

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

for each day on which attendance is required.

c Health and safety at work

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

- the Health and Safety at Work Act 1974, or
- the Health and Safety at Work (Northern Ireland) Order 1978, or
- any legislation amending or re-enacting the above

committed or alleged to have been committed in the course of your business during the period of insurance shown in the policy schedule.

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

What we will pay

The most we will pay for all costs and expenses in total in the period of insurance shown in the policy schedule is £500,000. This amount is inclusive of and not additional to the amount we will pay under subsection of cover a (employers liability).

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

d Unsatisfied court judgments

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

Provided always that

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

What we will pay

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

e Indemnity to principal

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

However, we will only pay the principal if

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

What is not covered (exclusions)

1 Fines and penalties

We will not pay you for any

- fine or penalty
- non-compensatory damages.

2 Radioactive contaminations and sonic bangs etc

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

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

and in Northern Ireland and the Republic of Ireland only

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

3 War risks and terrorism

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

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

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

- contamination due to terrorism

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

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

This exclusion does not apply to the first £5,000,000 of any claim or series of claims arising from the same original cause under this section of cover.

4 Confiscation etc

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

5 Electronic data

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

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

6 Mould

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

7 Other insurance

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

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

8 Offshore

We will not pay you for your legal liability for injury to any employee whilst on or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

Conditions that apply to this section of cover

1 Certificate of employers liability

If the cover provided by this section of cover is cancelled then any Certificate of Employers Liability Insurance issued under this policy is similarly cancelled from the same date.

Words with special meanings (definitions)

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

Business. In addition to the meaning given under 'words with special meanings that apply throughout this policy (general definitions)' business also means

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

Employee means any person who is or was, or who may become at some time in the future

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

and who is working for you

- under your direct control in connection with your business, and
- they are normally resident in the United Kingdom.

Injury means

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

Insured, you, your, yours means

- the person or persons, and/or
- the firm and all partners and former partners in the firm, and/or
- the limited liability partnership, and/or
- the trust, and/or
- the company

named as the policyholder in the policy schedule, and/or

- the estates, heirs or legal representatives of any natural person above who has died or become incapacitated, insolvent or bankrupt but only in relation to a claim against the policyholder.

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

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

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

Fidelity

What is covered

a Employee dishonesty

We will pay you for loss of money or goods, which you first discover during the period of insurance shown in the policy schedule, as a result of any fraudulent or dishonest act committed by an employee (or employees acting in collusion together) with the intent to

- cause you to sustain loss of money or goods
- obtain personal gain for the employee or anyone else intended by the employee to benefit from their fraudulent or dishonest act.

b Third party computer and funds transfer fraud

We will pay you for

- loss of property through computer fraud
- loss of funds from your transfer account at a financial institution through fraudulent transfer instructions communicated to the financial institution

(including the costs of reinstating electronic data destroyed, erased or stolen as a consequence of the above) by anyone other than you and/or any employee, and which you first discover you have sustained during the period of insurance shown in the policy schedule.

c Discovery period

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

- non-payment of premium, or
- failure to comply with or observe the terms, provisions and conditions of this policy

or if you decline to accept our renewal terms, then you shall automatically be entitled to a 30 day discovery period.

The discovery period shall only apply to loss arising from a fraudulent or dishonest act committed during the period of insurance shown in the policy schedule.

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

What we will pay

The most we will pay in the period of insurance shown in the policy schedule is the limit.

We will also pay up to £25,000 towards the costs of any professional audit incurred with our written consent solely to formulate the amount of your loss. This amount is not in addition to the limit.

We will not pay the excess. This must be paid by you. The excess applies to each claim or series of claims arising from the same original cause.

We will deduct from the amount we pay you

- any amount which would have been due to the employee had they not committed the fraudulent or dishonest act and which you have not paid them
- any amount which you have recovered from the employee committing the fraudulent or criminal act.

What is not covered (exclusions)

1 Fines and penalties

We will not pay you for any

- fine or penalty
- non-compensatory damages.

2 Radioactive contaminations and sonic bangs etc

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

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

3 War risks and terrorism

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

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

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

- contamination due to terrorism

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

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

4 Confiscation etc.

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

5 Electronic data

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

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

6 Mould

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

7 Unexplained shortages

We will not pay you for any loss caused by or consisting of a mysterious disappearance or unexplained shortage or shortages.

8 Dishonest and malicious acts

We will not pay you for loss which results from

- any fraudulent or dishonest act committed by an employee whose shareholding or financial interest exceeds 5% of your equity
- any fraudulent or dishonest act or omission committed by any person after the discovery of reasonable cause for suspicion of that person.

In addition:

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

9 Circumstances known at inception

If you know or ought to have known of any circumstances that existed prior to the date that this section of cover started then we will not pay you for any loss that arises from those circumstances.

10 Territorial limits

We will not pay you for loss that arises outside the United Kingdom.

11 Takeover and merger

We will not pay you for loss resulting from a fraudulent or dishonest act committed after

- the effective date of your takeover or merger by or with any person
- the appointment of a liquidator, trustee, receiver or any other similar officer.

12 Retroactive date

We will not pay you for any loss resulting from a fraudulent or dishonest act or computer fraud or fraudulent transfer instructions committed prior to the retroactive date.

13 Computer fraud and funds transfer fraud

Under subsection b (third party computer and funds transfer fraud) of this section of cover we will not pay you

- for loss of interest or loss of profits or any indirect loss
- for loss of computer time or use
- for loss arising from the voluntary giving or lending of property or its surrender in a franchise or exchange whether legitimate or fraudulent
- for loss arising from the fraudulent or dishonest act of an employee whether acting alone or acting in collusion.

14 Other insurance

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

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

Conditions that apply to this section of cover

1 Recovery

We will apply any recovery of loss under this section of cover in the following order

- any loss incurred by you over and above the limit which would otherwise have been insured by this section of cover
- the total loss paid by us
- the excess borne by you

The total amount recovered will be applied, as far as it will go and you and we will make whatever settlement is necessary between ourselves to reflect this.

Words with special meanings (definitions)

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

Acting in collusion means all circumstances where two or more employees are involved or implicated together or assist each other materially in committing acts of fraud or dishonesty.

Computer fraud means theft effected by means of accessing a computer system or by the introduction, alteration or deletion of any data, program or instruction in relation to a computer system.

Employee means any person (not being a director or former partner of yours) who was or is or may be in the future

- a governor, director, council member, officer or trustee of yours, or
- under a contract of service or apprenticeship with you, or
- under a work experience or similar scheme, or
- supplied to or hired in or borrowed by you, or

- volunteers

and who are working for you under your direct control in connection with your business.

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

Financial institution means

- a banking or saving institution, or
- a stockbroker or similar investment institution at which you maintain a transfer account.

Fraudulent transfer instructions means

- electronic, telegraphic, cable, teletype or telephone instructions to a financial institution to debit a transfer account and to transfer, pay or deliver funds from the account, which instructions purport to have been transmitted by you but which have been fraudulently transmitted by another, or
- written instructions to a financial institution to debit a transfer account and to transfer, pay or deliver funds from the account through an electronic funds transfer system at specified or under specified conditions, which written instructions purport to have been duly issued by you but which have been fraudulently issued, forged or altered by another.

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

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

Money or goods means stamps, currency, coins, bank notes and bullion, travellers cheques, cheques, postal orders, money orders, securities and the like and tangible property belonging to you or for which you are legally liable.

Retroactive date means either

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

Subsidiary company means any company in respect of which you or any other subsidiary company of yours controls, at the date when this section of cover became operative

- owns more than 50% of the share capital
- has a majority of the voting rights
- has the right to appoint or remove a majority of the company's board of directors
- controls a majority of the voting rights of the company under a written agreement with other shareholders or members

and any company which is subsequently acquired or created and included with our written consent.

Theft means

- the dishonest appropriation of property with the intention of permanently depriving you of it, or
- the taking of property without lawful authority.

Transfer accounts means an account, maintained by you with the financial institution to or from which you

or your authorised representative may cause the transfer, payment or delivery of funds by means of

- electronic, telegraphic, cable, teletype or telephone instructions (whether communicated directly or through a cash management service or funds transfer system), or
- written instructions establishing the conditions under which the transfers are to be initiated by the financial institution through an electronic funds transfer system.

Legal expenses

What is covered

a Property and landlord and tenant disputes

a1 Property disputes

We will pay your costs and expenses to obtain damages or another legal remedy for property disputes where:

- your property is trespassed upon
- your property is subject to nuisance by another party
- you defend someone's claim of right of way across your property
- you pursue a right over another's property which is described in the title documents of your property
- you pursue someone for material damage to your property and you are unable to recover this elsewhere

and this is first known to you and reported to us during the period of insurance shown in the policy schedule.

We will not pay you to pursue your claim if the other party owns some or all of the property or they allege they do

We will not pay you to defend or pursue your claim if the dispute is a contractual dispute

We will not pay you to defend or pursue your claim if there is a dispute over rights to or over another's property which is alleged to have arisen through your use or occupation over a period of time.

a2 Disputes with your landlord

We will pay your costs and expenses to obtain damages or another legal remedy for disputes with your landlord where:

- your landlord doesn't maintain or repair your property as required by the written terms of your tenancy agreement
- your landlord alleges that you failed to maintain or repair the property as required by your lease or tenancy agreement
- you defend a demand for dilapidations at the expiry of your lease or tenancy
- your landlord seeks to end your lease or tenancy earlier than stated in your written tenancy agreement or they seek to remove you from the property

and this is first known to you and reported to us during the period of insurance shown in the policy schedule.

We will not pay you if you have not paid money to your landlord as stated in your written tenancy agreement or your landlord alleges that you haven't paid this money. However, we will pay you if you have withheld payment required by your written tenancy agreement because your landlord has failed to maintain or repair your property

a3 Disputes with your tenant

We will pay your costs and expenses to obtain damages or another legal remedy for disputes with your tenant where:

- your tenant fails to maintain or repair your property as required by the written tenancy agreement or lease
- your tenant alleges that you failed to maintain or repair property as required by the written tenancy or lease
- you pursue your tenant for disputed dilapidations at the end of your lease or tenancy

and this is first known to you and reported to us during the period of insurance shown in the policy schedule.

We will only pay you for dilapidations where you have served a notice of dilapidations upon your tenant and you have obtained at your own expense an independent expert valuation of the dilapidations.

a4 Evictions

We will pay your costs and expenses to obtain damages or another legal remedy where you evict your tenant or employee or former employee following the expiry of their tenancy or licence which you have granted to use the property and this is first known to you and reported to us during the period of insurance shown in the policy schedule.

We will not pay you if you have not issued an enforceable statutory or contractual notice which requires the tenant, employee, former employee or licensee to leave the property

b Criminal defence

b1 Interview under caution

We will pay your costs and expenses where you require representation at an interview under caution by the police or another prosecuting authority during the period of insurance shown in the policy schedule.

We will not pay you where you are required by the police to immediately attend an interview under caution at a police station.

b2 Prosecution defence

We will pay your costs and expenses for your defence of a criminal prosecution accusing you of a criminal offence when you receive a summons and report it to us during the period of insurance shown in the policy schedule.

We will not defend you where the allegations

- are a motoring offence
- involve fraud, dishonesty or criminal damage
- are tax related or an application is made under the proceeds of crime act
- involve abuse or assault if you do not maintain a not guilty plea

We will not defend you if it is alleged that you are responsible for damage or loss caused by seepage, pollution or contamination of any kind

We will only defend you if you are charged under the Corporate Homicide Act 2007. We will not defend your employee, director or partner.

b3 Motor Offences

We will pay your costs and expenses for your defence of a criminal prosecution first made and reported to us during the period of insurance shown in the policy schedule where the conviction would result in the loss of a driving licence and the driving licence is required by your director or business partner of your business to carry out your business.

We will pay your costs and expenses for your defence of a criminal prosecution for tachograph or weight offences.

We will not pay you where there is an allegation of driving under the influence of drugs/alcohol or the use of handheld electronic equipment.

c Tax protection

c1 Aspect enquiry

We will pay your costs and expenses in representing you before HM Revenue & Customs (HMRC) when HM Revenue & Customs issues a formal notice

- to you
- to your director, or
- to your business partner

to carry out an aspect enquiry into a part or parts of your income or corporation tax self- assessment return and this is first known to you and reported to us during the period of insurance shown in the policy schedule.

c2 Full enquiry

We will pay your costs and expenses in representing you before HM Revenue & Customs (HMRC) when HM Revenue & Customs issues a formal notice

- to you
- to your director, or
- to your business partner

to examine all of your financial records income or corporation tax which is first ordered or commissioned, first known to you and reported this to us during the period of insurance shown in the policy schedule.

c3 National insurance and PAYE disputes

We will pay your costs and expenses in representing you before HM Revenue & Customs (HMRC) when HM Revenue & Customs expresses dissatisfaction with your

- p11ds, or
- p9ds, or
- your pay as you earn PAYE, and/or
- national insurance contributions, NIC

following an employer compliance visit by HM Revenue and Customs and this is first known to you and reported this to us during the period of insurance shown in the policy schedule.

c4 Current tax year enquiry

We will pay your costs and expenses in representing you before HM Revenue & Customs (HMRC) when HM Revenue & Customs make a written request to inspect your business records, assets or premises under Schedule 36 of the Finance Act 2008. The request must be first known to you and reported to us during the period of insurance shown in the policy schedule.

c5 VAT disputes

We will pay your costs and expenses in representing you before HM Revenue & Customs (HMRC) when HM Revenue & Customs allege that you have not paid value added tax (VAT). The allegations must be first known to you and reported to us during the period of insurance shown in the policy schedule.

d Regulatory compliance

d1 Health and safety executive enforcement notices

We will pay your costs and expenses in undertaking an appeal against an improvement or prohibition notice issued by the Health and Safety Executive (HSE) which is first known to you and reported to us during the period of insurance shown in the policy schedule.

d2 Abatement notice appeals

We will pay your costs and expenses in undertaking an appeal against an abatement notice for a statutory nuisance issued by a local authority which is first known to you and reported to us during the period of insurance shown in the policy schedule.

However, we will not pay you for more than one appeal in any one period of insurance as stated in the schedule of this policy.

We will not pay you for an appeal involving or arising from planning applications, decisions or disputes.

d3 Licence appeals

We will pay your costs and expenses for an appeal against a decision taken by a statutory body to suspend, revoke, alter or not renew an existing statutory licence you need to carry out your business which is first known to you and reported to us during the period of insurance shown in the policy schedule.

We will not pay you for appeals arising from or connected to a change in the law or regulations.

We will not pay you for complying with a notice or order.

We will not pay you for appeals involving driving or property licences.

We will not pay you where you have failed to comply with recommendations or warnings from your regulator or a statutory body.

d4 Disciplinary hearings

We will pay your costs and expenses for representing your director or a business partner at a disciplinary hearing held by a professional or regulatory body where a loss of registration or accreditation would stop you carrying out your business. Your director or business partner must first know about the hearing and the claim must be reported to us during the period of insurance shown in the policy schedule.

We will not pay your costs and expenses of representation for healthcare, medical or alternative therapy registrations or accreditations.

e Court attendance costs

e1 Jury service

If

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

attends jury service at a court during the period of insurance shown in the policy schedule, we will

reimburse you the amount of money you pay them per day.

However, we will subtract from any payment due to you the amount you recover, or are permitted to recover, from the court.

e2 Witness attendance allowance

If your representative requests that

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

attends a court as a witness in connection with an accepted claim under this section of cover (legal expenses) we will pay their attendance costs.

We will not pay costs incurred when attending court as an expert witness.

We will not pay any remuneration of any kind which is due to the director, partner or employee.

We will not pay any costs which it is possible to reclaim from a prosecuting authority.

f Employee extra protection

f1 Pension trustee defence

We will pay your costs and expenses in defending your directors or partners in your business where civil proceedings are brought against them resulting from their conduct as a trustee or administrator of a pension, retirement or superannuation scheme or programme created for the benefit of your director, partner or employee when the claim is first made and reported to us during the period of insurance shown in the policy schedule.

f2 Wrongful arrest

If

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

is alleged to have detained a natural person against their will during the period of insurance shown in the policy schedule, we will pay their costs and expenses of defending the allegation.

We will not pay if the allegation is made by an employee or former employee of yours.

f3 Personal injury

We will pay your costs and expenses for your employee, directors and/or partners to pursue a claim for damages for injury suffered by them during the period of insurance shown in the policy schedule when carrying out your business if the injury was caused by an actual or alleged act or omission of another party.

We will not pay costs and expenses where the legal case is or may be against you.

We will not pay costs and expenses when the injury takes place on your property.

f4 Discrimination defence

We will pay costs and expenses for your employee, directors and/or partners to defend an allegation of discrimination arising from your employee's conduct in carrying out your business when the claim is first made and reported to us during the period of insurance shown in the policy schedule.

We will not pay you where the discrimination involves a potential, former or current employee.

g Restrictive covenant cover

We agree to pay your costs and expenses to pursue your employee or ex-employee for their breach of a restrictive covenant which is causing or will cause you financial loss if the breach is first known to you and reported to us during the period of insurance shown in the policy schedule.

We will only pay you when the restrictive covenant is twelve calendar months or shorter.

We will not pay you if the restrictive covenant does not form part of the employee or former employee's written contract of employment with you.

h Negotiation cover

If you notify a claim under subsections of cover a (property and landlord and tenant disputes) or i (contract disputes) of this section of cover and solely due to a lack of reasonable prospects of success

- we do not cover your claim, or
- we withdraw cover

we will pay your costs and expenses in order to reach a settlement of your dispute.

We will not pay your costs and expenses under this section of cover if the incident notified under subsections of cover a (property and landlord and tenant disputes) or i (contract disputes) first started prior to the date that these sections of cover came into force.

i Contract disputes

i1 Contracts for goods and services

We will pay your costs and expenses to defend or pursue a claim for an alleged breach of a contract or agreement between you and your customer or supplier for the provision of the sale, hire or supply of goods and services in connection with your business.

The breach must be first known by you and reported to us during the period of insurance shown in the policy schedule.

We will not pay you for defending a claim involving a construction contract.

i2 Contracts for construction and repairs

We will pay your costs and expenses in a dispute involving an express written construction contract, or a variation of the construction contract, for work undertaken on your property.

The dispute must be first known to you and reported to us during the period of insurance shown in the policy schedule.

We will only pay you if the express written construction contract states the following information:

- parties to the contract
- the date works commence
- the work to be undertaken and relevant timescales
- the amount of money to be paid for the work undertaken and date when payment is due

We will not pay you for a dispute involving a construction contract where the total contract value is estimated to cost more than £500,000.

We will not pay you if the works commenced prior to the construction contract, or its variation, was

agreed.

We will not pay you for disputes involving construction contracts which started prior to the date that this section of cover came into force. However, if equivalent cover to that provided under this section of cover has been continuously maintained immediately prior to the inception of this section of cover, the inception date of the previous policy will apply.

We will not pay you if you are undertaking the construction works.

We will not pay you if your business is in the construction industry.

j **Coroner's inquest representation**

If you were legally responsible for the care of a deceased person that is subject to a coroner's inquest or fatal accident inquiry and you are identified as an interested party in the proceedings, we will pay your costs and expenses arising from the inquest or fatal accident inquiry when this is first known to you and reported to us during the period of insurance shown in the policy schedule.

k **Transport disputes**

k1 **Transport operators' licence disputes**

We will pay your costs and expenses arising from a public inquiry held before the Traffic Commissioner to suspend, revoke, alter or refuse to renew your transport operator licence when this is first known to you and reported to us during the period of insurance shown in the policy schedule.

If we pay your costs and expenses arising from a public inquiry held before the Traffic Commissioner and we do not withdraw cover we will also pay your costs and expenses at a subsequent appeal against the decision of the Traffic Commissioner at the Upper Tier Tribunal.

We will not pay you where you have not complied with previous decisions made by the Traffic Commissioner.

We will not pay costs and expenses for disqualification for holding or being involved with operator licences.

We will not pay you for a driver conduct hearing about the holding of a vocational drivers licence.

We will not pay you for an alteration or refusal to renew a vehicle operator's licence which is imposed by an Act of Parliament or national or local government regulation or order.

We will not pay you if you have not complied with a notice or order.

We will not pay you for a variation application.

k2 **Civil penalties**

We will pay your costs and expenses in appealing a decision to the Tribunal Service against London Lorry Control penalties when this is first known to you and reported to us during the period of insurance shown in the policy schedule.

We will pay your costs and expenses in appealing a decision to the Tribunal Service against low emission zone penalties when this is first known to you and reported to us during the period of insurance shown in the policy schedule.

We will pay your costs and expenses in appealing a decision to the County Court against Immigration and Asylum civil penalties for carrying clandestine entrants when this is first known to you and reported to us during the period of insurance shown in the policy schedule.

l **Charity Commission appeals**

We will pay your costs and expenses in appealing a decision of the Charity Commission to revoke or suspend your registration as a charity which is first known to you and reported to us during the period

of insurance shown in the policy schedule.

What we will pay

The most we will pay for any claim or series of claims arising from the same original cause in the period of insurance shown in the policy schedule is:

The amount shown in the policy schedule in respect of subsection of cover a (property and landlord and tenant disputes). This amount is inclusive of and not in addition to the limit.

We will not pay the excess this must be paid by you. The excess applies to your costs and expenses in respect of each claim or series of claims arising from the same original cause. The amount in respect of subsection of cover a (property and landlord and tenant disputes) if you are able to exercise your freedom to choose your representative as described under Claims Condition: Legal expenses is £1,000.

The amount shown in the policy schedule in respect of subsection of cover b (criminal defence). This amount is inclusive of and not in addition to the limit.

We will not pay the excess this must be paid by you. The excess applies to your costs and expenses in respect of each claim or series of claims arising from the same original cause. The amount in respect of section of cover 'b' criminal defence if you are able to exercise your freedom to choose your representative as described under Claims Condition: Legal expenses is £1,000.

However, the most we will pay under subsection of cover b1 (interview under caution) is £2,500.

The amount shown in the policy schedule in respect of subsection of cover c (tax protection). This amount is inclusive of and not in addition to the limit.

We will not pay the excess this must be paid by you. The excess applies to your costs and expenses in respect of each claim or series of claims arising from the same original cause. The amount in respect of subsection of cover c (tax protection) if you use our choice of representative. However, the most we will pay under subsection of cover c4 (current tax year enquiry) is £1,000.

The amount shown in the policy schedule in respect of subsection of cover d (regulatory compliance). This amount is inclusive of and not in addition to the limit.

We will not pay the excess this must be paid by you. The excess applies to your costs and expenses in respect of each claim or series of claims arising from the same original cause. The amount in respect of subsection of cover d (regulatory compliance) if you are able to exercise your freedom to choose your representative as described under Claims Condition: Legal expenses is £1,000.

£1,000 in respect of subsection of cover e (court attendance costs). This amount is inclusive of and not in addition to the limit.

The amount shown in the policy schedule in respect of subsection of cover f (employee extra protection). This amount is inclusive of and not in addition to the limit.

We will not pay the excess this must be paid by you. The excess applies to your costs and expenses in respect of each claim or series of claims arising from the same original cause. The amount in respect of subsection of cover f (employee extra protection) if you are able to exercise your freedom to choose your representative as described under Claims Condition: Legal expenses is £1,000.

The amount shown in the policy schedule in respect of subsection of cover g (restrictive covenant cover). This amount is inclusive of and not in addition to the limit.

We will not pay the excess this must be paid by you. The excess applies to your costs and expenses in respect of each claim or series of claims arising from the same original cause. The amount in respect of subsection of cover g (restrictive covenant cover) if you are able to exercise your freedom to choose your representative as described under Claims Condition: Legal expenses is £1,000.

£5,000 in respect of subsection of cover h (negotiation cover). This amount is inclusive of and not in addition to the limit.

The amount shown in the policy schedule in respect of subsection of cover i (contract disputes). This amount is inclusive of and not in addition to the limit.

We will not pay the excess this must be paid by you. The excess applies to your costs and expenses in respect of each claim or series of claims arising from the same original cause. The amount in respect of subsection of cover i (contract disputes) is

- £2,000 if you are able to exercise your freedom to choose your representative as described under Claims Condition: Legal expenses, or
- £500 if you use our choice of representative.

£25,000 in respect of subsection of cover j (coroner's inquest representation). This amount is inclusive of and not in addition to the limit.

We will not pay the excess this must be paid by you. The excess applies to your costs and expenses in respect of each claim or series of claims arising from the same original cause. The amount in respect of subsection of cover j (coroner's inquest representation) if you are able to exercise your freedom to choose your representative as described under Claims Condition: Legal expenses is £1,000.

The amount shown in the policy schedule in respect of subsection of cover k (transport disputes). This amount is inclusive of and not in addition to the limit.

We will not pay the excess this must be paid by you. The excess applies to your costs and expenses in respect of each claim or series of claims arising from the same original cause. The amount in respect of subsection of cover k (transport disputes) if you are able to exercise your freedom to choose your representative as described under Claims Condition: Legal expenses is £1,000.

The amount shown in the policy schedule in respect of subsection of cover l (charity commission appeals). This amount is inclusive of and not in addition to the limit.

We will not pay the excess this must be paid by you. The excess applies to your costs and expenses in respect of each claim or series of claims arising from the same original cause. The amount in respect of subsection of cover l (charity commission appeals) if you are able to exercise your freedom to choose your representative as described under Claims Condition: Legal expenses is £1,000.

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

- all costs and expenses
- all reimbursement
- all attendance costs

is the limit

What is not covered (exclusions)

1 Fines and penalties

We will not pay you for any

- fine or penalty
- tax, duty, interest or penalty imposed by HM Revenue and Customs

2 Radioactive contaminations and sonic bangs etc.

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

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

and in Northern Ireland only

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

3 War risks and terrorism

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

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

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

- contamination due to terrorism

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

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

4 Other insurance

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

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

5 Legal action

We will not pay you

- where the claim is brought in a court of law outside England, Scotland, Wales or Northern Ireland, and/or
- where action for damages is brought in a court within England, Scotland, Wales or Northern Ireland, to enforce a foreign judgment.

We will not pay you in respect of any claim that arises outside England, Scotland, Wales or Northern Ireland.

6 Deliberate acts

We will not pay you in respect of any claim that results from your willful, reckless or intentional disregard for your actions and their consequences or your errors, omissions or intentional wrong doing.

7 Circumstances known at inception

If you knew or ought to have known of any circumstances that existed prior to the date that this section of cover started then we will not pay you any costs and expenses that arise from such circumstances

8 Injury, property damage, professional duty to third parties

We will not cover any claim involving the defence of

- injury to any person
- loss, damage, destruction or loss of use of property
- any breach of any professional duty owed to a third party

9 Financial interest

We will not pay you for any disputes or legal proceedings between

- any parent company, ultimate holding company or subsidiary company, or
- any person or entity having a financial, executive or controlling interest in your operation, or
- any company or entity in which you or any director, member or partner of yours has a financial, executive or controlling interest
- your representative, any party involved in arranging this section of cover, or us

10 Legal aid

We will not cover any dispute or legal proceedings which, in the absence of this section of cover (legal expenses), you would be entitled to payment under a legal aid certificate or representation order.

11 Intellectual property rights

We will not pay you for any disputes or legal proceedings involving or arising out of

- breach of confidentiality (other than under subsection of cover g (restrictive covenant cover))
- passing off
- defamation or malicious falsehood
- the ownership or existence of any kind of intellectual property rights (other than under subsection of cover g (restrictive covenant cover))
- judicial review

12 Costs

We will not pay you any amount which you would have been obliged to pay in the absence of a dispute.

13 Value Added Tax

We will not pay you the value added tax (VAT) proportion of your claim if you are VAT registered.

14 Property and landlord and tenant disputes

Under subsection of cover a (property and landlord and tenant disputes)

We will not pay you to defend or pursue your claim if there is a dispute over a contract which is not a tenancy, licence or leasehold agreement.

We will not pay you to defend or pursue your claim if the dispute will not lead you to suffer a financial

loss or the value of your property will not fall in value.

We will not pay you to defend or pursue your claim if you haven't claimed under your buildings, contents or business interruption insurance policy covering the property if damage or nuisance has affected your property.

We will not pay you to defend or pursue your claim if there is a dispute regarding planning, building regulations or decisions or compulsory purchase orders or any actual planned or proposed works by or under the order of any statutory body.

We will not pay you to defend or pursue your claim if there is a dispute in connection with the negotiation or renewal of a tenancy or leasehold agreement or purchase or property.

We will not pay you to defend or pursue your claim if you have failed to maintain buildings or contents insurance which is suitable for your needs.

We will not pay you to defend or pursue your claim if it is alleged that you are responsible for damage caused by seepage, pollution or contamination of any kind.

15 Tax protection

Under subsection of cover c (tax protection)

We will not cover claims if we believe there is not a reasonable prospect of reducing the liabilities alleged by HM Revenue and Customs.

We will not cover claims when tax returns are late.

We will not cover claims where you have not notified chargeability to tax within the time limits.

We will not cover claims involving tax returns where wholly provisional figures are used.

We will not cover claims where is an allegation of fraud or an investigation by

- HM Revenue and Custom's Fraud Investigation Service,
- HM Revenue and Custom's Counter Avoidance Office, or
- the defence of a criminal prosecution

We will not cover claims involving a dispute or enquiry relating to the National Minimum Wage or Living Wage.

We will not cover claims involving an allegation of tax avoidance.

16 Contract disputes

Under subsection of cover i (contract disputes)

We will not pay you to defend or pursue a claim involving an amount of less than £1,000.

We will not pay you to defend or pursue a claim involving an employment wrongful act.

We will not pay you to defend or pursue a claim

- involving the ownership, occupation or use of any land or building
- relating to the tenancy or letting of property

We will not pay you to defend or pursue a claim involving the provision of

- hire purchase

- credit agreements
- insurance
- financial securities of any kind, or
- franchise contracts

We will not pay you to defend or pursue a claim involving guarantees of any kind.

We will not pay you to defend or pursue a claim involving a contract which has been assigned or novated to you by someone else or which you have entered into via an agent.

We will not pay you to pursue a claim involving an undisputed debt. However, we will pay you where the debt is no fewer than 90 days overdue and you have requested full payment in writing no fewer than three times in the three consecutive calendar months since the debt first became due.

17 Alteration

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

- a change in ownership of your business
- your business is involved in a merger or acquires another business
- your business changes

unless we have been notified of and agree to the alteration.

Conditions that apply to this section of cover

1 Prospects of success

We will only provide you with cover if there is a greater than 50% chance of:

- successfully pursuing your case and securing a legal and/or financial remedy
- not being found liable in a civil (rather than criminal) case against you
- being found not guilty in the defence of a criminal prosecution
- securing a significant reduction of your punishment or fine if pleading guilty in a criminal prosecution
- successfully appealing the decision of the relevant authority
- your not being suspended and of your retaining your registration or accreditation

If there is 50% or less chance of the above we will not provide cover.

Words with special meanings (definitions)

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

Construction Contract means a contract as defined by Section 104 and 105 of the Housing Grants, Construction and Regeneration Act 1996. For the purposes of this section of cover (legal expenses) this is extended to include contracts with residential occupiers including:

- painting or decorating surfaces of a building
- construction
- alteration
- repair
- maintenance of buildings
- installation in a building of heating, lighting or electrical systems.

Costs and expenses means

- the legal or professional costs (including any disbursements such as counsel's or expert's fees) reasonably charged to you by your representative (provided that we have agreed with you in writing that you may incur these costs and expenses)
- the legal costs incurred in civil proceedings by the party you are in dispute with that a court or tribunal orders you to pay (provided that we have agreed with you in writing that you may incur these costs and expenses), or that you, agree to pay under the terms of a settlement.

but does not include any costs you are responsible for paying under the terms of a contract.

Employee means any person under a contract of service with you in connection with your business.

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

Excess means the first amount of a claim for which you are responsible.

Limit means £1,000,000.

Property means the land (including walls) or buildings owned or occupied by you for which you are legally responsible.

Reasonable prospects of success means at least a 51% chance of:

- successfully pursuing your case and securing a legal and/or financial remedy
- not being found liable in a civil case (i.e. not an enquiry, investigation or a criminal case) against you
- an acquittal in the defence of a criminal prosecution
- securing a significant reduction of your punishment or fine in a criminal prosecution
- successfully appealing the decision of the relevant authority under subsections of cover d2 (regulatory compliance - abatement notice appeals), d3 (regulatory compliance - licence appeals) or k (transport disputes)
- you not being suspended and of you retaining your registration or accreditation under subsection of cover d4 (regulatory compliance - disciplinary hearings)

We will make our decision on whether to cover your claim based on a legal opinion from your representative (and any professional advice we regard necessary) on whether your claim has at least a 51% chance. If there is 50% or less chance of the above we will not provide cover.

Representative means a

- solicitor

- barrister
- accountant, or
- other appropriately qualified person

appointed to act for you and who agrees to comply with the terms of this policy, but does not include a natural person who is employed by you.

We/Our/Us means Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance, 20 Fenchurch Street, London EC3M 3AZ. Claims will be handled by Markel Protection Limited which is a separate legal entity to Markel International Insurance Company Limited.

You/Your/Yours means

- the person or persons, and/or
- the firm
- the limited liability partnership, and/or
- the trust, and/or
- the company

named as the policyholder in the policy schedule.

In addition, if you request us to, we will pay under subsections of cover b (criminal defence) or f (employee extra protection) or d3 (licence appeals) your employee, or a director or a partner of your business.

However, under subsection of cover b (criminal defence) we will only pay your employee or a director or a partner of your business if the same representative acts for all parties.