



# Combined Liability Coach and Taxi



# Combined Liability Coach and Taxi Policy Wording

Underwritten by AXA Insurance UK plc

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## Your policy

**Your policy** is divided into a number of sections. The sections of cover that apply are shown in the **schedule**. Where a section does not apply **your schedule** will state that it is 'not insured' and this section will not be included within the **policy**.

**Your policy** is a contract of insurance between **you** and **us** and **you** have a duty to make a fair presentation of the risk to **us** in accordance with the law.

The **policy** describes the cover for which **we** have accepted **your** premium. The **policy** wording, **schedule** and any endorsements must be read together.

**Your policy** is renewable provided **we** agree to accept **your** premium for any subsequent **period of insurance**. A new **schedule** will be issued for each **period of insurance** showing any changes to **your** cover.

Throughout **your policy**, **we** use defined terms. Defined terms are used to explain what a word means and are highlighted in bold print.

Headings have been used for **your** guidance to help **you** understand the cover provided. The headings do not form part of the contract.

Under the heading 'What is covered' **we** give information on the insurance provided. This must be read with 'What is not covered', the policy conditions and any conditions of cover that are applied to each section.

Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**.

## Making a claim

If **you** need to make a claim please first check **your policy** to make sure **you** are covered. **You** must then follow the Claims notification condition and Claims procedure condition of page 9 of this **policy**, headed Policy conditions.

If **you** need to notify a claim or claim circumstances under Section 4 – Professional indemnity, **you** must follow the Claims circumstances condition, the Claims notification condition, the Claim control and co-operation condition and No admission of liability condition on page 47 and 48.

Please contact **your** insurance adviser who will help **us** deal with **your** claim.

## Making a complaint

If **you** are not happy with the way a claim or any other matter has been dealt with, please read 'Making a complaint' on page 14 of this **policy**.

## **Meanings of defined terms**

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning it will be highlighted in bold print and will have the same meaning wherever it is used.

### **Asbestos**

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

### **Bodily injury**

Death, bodily injury, illness or disease.

### **Business**

Business shown in **your schedule**.

### **Claim costs**

Costs and expenses

- a) of any claimant which **you** become legally liable to pay
- b) incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at
  - i) any coroner's inquest or fatal accident inquiry
  - ii) summary court proceedings.

### **Clean up costs**

Costs and expenses of remediation of environmental damage or environmental harm.

### **Contractual liability**

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

### **Electronic data**

Facts, concepts or information in a form usable for communications, interpretation or processing by electronic or electro-mechanical data processing or electronically controlled equipment which includes programmes, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

### **Employed person**

- a) Anyone under a contract of service or apprenticeship with **you**
- b) Anyone who is
  - i) employed by **you** or on **your** behalf on a labour only basis
  - ii) self employed
  - iii) hired to **you** or borrowed by **you** from another employer
  - iv) a voluntary helper or taking part in a work experience or training scheme

and under **your** control or supervision.

**Enforcing authority**

Any government or statutory authority, implementing or enforcing environmental protection legislation in the **policy territories**.

**Event**

Claim or series of claims against **you** as a result of or attributable to a single source or the same original, repeated or continuing cause.

**Excess**

First amount of any claim or claims for which **you** are responsible.

**Hot work**

Any work that requires uses or produces open flames or any other sources of heat or sparks that could ignite flammable or combustible materials.

**Manslaughter costs**

Costs and expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

**Nuisance or trespass**

Nuisance, trespass to land or trespass to goods, or interference with any easement.

**Offshore**

On or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

**Package Travel**

Travel, tours or holidays for which **you** have a legal liability under The Package Travel, Package Holidays and Package Tours Regulations 1992 enacted within the United Kingdom or any similar consumer protection travel enactment by reason of EU Directive 90/314/EEC or any amending legislation.

**Passenger effects**

**Your** passenger's baggage and personal effects, excluding musical or electronic equipment used in connection with any music or entertainment business, which have been left with **you** for safe keeping.

**Period of insurance**

Period from the effective to the expiry date of **your** cover shown in **your schedule**.

**Personal injury**

Personal injury or infringement of a person's legal right other than

- a) **bodily injury**
- b) a right arising from title to, or an interest in property.

**Policy**

Policy, **schedule** and any endorsements attached or issued.

**Policy territories**

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

**Pollutants**

Any solid liquid or gaseous pollutant contaminant or irritant substance or any biological agent that is a danger to human health.

**Principal**

Employer who has engaged **you** to act on their behalf, under a contract for the performance of work by **you**, in connection with the **business**.

**Products**

Products that **you** have sold, supplied, provided or delivered including

- a) containers, packaging, labelling, instructions or advice in connection with products
- b) **services** that have been completed as part of a contract for the sale or supply of products in the course of the **business**.

**Property damage**

Loss of or damage to property that **you** do not own or possess and is not in **your** custody or under **your** control.

**Safety legislation costs**

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **policy territories**.

**Schedule**

A separate sheet which comes to **you** with the **policy**. Amongst other things it shows **your** name, **business** and extensions and special clauses in force.

**Services**

Work process or other operation that **you** undertake or is undertaken on **your** behalf including any goods or materials used in connection with the work process or other operation in the course of the **business**.

**Sudden incident**

Sudden identifiable unintended and unexpected incident that does not originate from a gradual, continuous or repetitive cause.

**Terrorist act**

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

**We/us/our**

AXA Insurance UK plc.

**You/your/yourself**

Person(s), firm, company or organisation shown in your **schedule** as the Insured.

**Defined terms for Section 3 – Personal accident for directors, principals and partners**

The following meanings apply to Section 3 – Personal accident for directors, principals and partners only.

**Hazardous pastimes**

The **insured person** taking part in, or practising for

- a) racing, competitions, rallies or trials on wheels or on horseback
- b) hang-gliding, parachuting, parascending, paragliding or bungee jumping
- c) mountaineering, rock climbing, potholing, caving or white water rafting
- d) diving underwater involving the use of breathing apparatus
- e) off piste skiing, sleighing or snow boarding.

**Identifiable injury**

Physical identifiable injury caused by a **sudden accident** which solely and independently of any other cause, results in the death or disablement of the **insured person**, within 12 months of the date of the **sudden accident**.

**Inception**

The date that an **insured person** is first included in this insurance.

**Insured person**

**You** or any of **your** directors principals or partners who is 65 years of age or under

**Loss of limb**

Permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle, or permanent total and irrecoverable loss of use of a hand, arm, foot or leg.

**Loss of sight**

Total and irrecoverable loss of sight in both eyes

**Permanent total disablement**

Disablement which entirely prevents the **insured person** from attending to any occupation, to which they are reasonably suited by training, education or experience and which

- a) lasts 24 months and
- b) is beyond hope of improvement.

**Sudden accident**

A sudden, unexpected, specific event which occurs at an identifiable time and place.

**Defined terms for Section 4 – Professional indemnity**

The following meanings apply to Section 4 – Professional indemnity only

**Agent**

Any person, company or firm directly appointed by **you** to act on **your** behalf, including suppliers of services and sub-contractors

**Claim(s)**

Any verbal or written demand, notice or communication from a third party

- a) making an assertion for legal remedy or any other form of compensation or remedy
- b) containing reference to, or serving notice of, intent to start legal proceedings
- c) invoking any pre-action protocol as set under the Civil Procedure Rules and/or
- d) referring to arbitration, adjudication or complaint proceedings.

**Claim circumstance(s)**

Any incident, occurrence, fact, matter or act that **you** become aware of that might reasonably give rise to a **claim**.

**Defence costs**

All costs and expenses incurred by **us** or by **you** with **our** prior written permission relating to the investigation, defence or settlement of any **claim** against **you** that **your policy** covers. This does not include profit costs or remuneration or expenses paid or due to **you**.

**Injury**

Death, illness, disease or sickness or any bodily, mental, psychological or emotional injury, distress or shock.

**Retroactive date**

The date from when work **you** performed is covered. This date is shown in Section 4 of **your schedule**.



**Territorial limits**

The United Kingdom (including the Channel Islands and the Isle of Man), the Republic of Ireland and/or any other member state of the European Union.

**Virus or similar mechanism**

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self replication or not, including but not limited to trojan horses, worms or logic bombs.

## Policy conditions

**You** must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions

- a) Cancel **your policy**
- b) Declare **your policy** void (treating **your policy** as if it had never existed)
- c) Change the terms of **your policy**
- d) Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

There are additional conditions under each section of cover.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

### **Applicable law condition**

**You** and **we** can choose the law which applies to this **policy**. **We** propose that the law of England and Wales apply. Unless **we** and **you** agree otherwise the law of England and Wales will apply to this **policy**.

### **Cancellation condition**

- a) **You** may cancel **your policy** within 14 days of receiving **your policy** in the first **period of insurance** if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements. Where the **policy** is cancelled in accordance with this provision, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation, subject to **us** retaining a minimum premium of £50.00 plus Insurance Premium tax, provided that no claim has been paid or is outstanding in the current **period of insurance**.
- b) **You** may cancel **your policy** at any time if the **business** is sold by **you** or **you** cease trading or **you** sell all the property insured shown in **your schedule**.
- c) **We** can cancel **your policy**
  - i) by giving 30 days written notice to **your** last known address
  - ii) immediately, without giving **you** notice if the premium has not been paid to **us**.

Where **your policy** is cancelled in accordance with provision c), **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation, provided that no claim has been paid or is outstanding in the current **period of insurance**.

Cancellation of **your policy** will not affect any claims or rights **you** or **we** may have before the date of cancellation.

**We** do not have to offer renewal of **your policy** and cover will cease on the expiry date.

### Change in risk condition

**You** must tell **us** as soon as possible during the **period of insurance** of any change

- a) to the **business**
- b) in the person, firm, company or organisations shown in **your** schedule as the insured
- c) to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your policy**.

**Your policy** will come to an end from the date of the change unless **we** agree in writing to accept an alteration.

**We** do not have to accept any request to vary **your policy**. If **you** wish to make any alteration to **your policy** **you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance. If **we** accept any variation to **your policy**, an increase in the premium or different terms or conditions of cover may be required by **us**.

### Claims notification condition

**You** must

- a) as soon as practical
  - i) give **us** notice of any circumstances which might lead to a claim under **your policy**
  - ii) give **us** all the information **we** request.
- b) immediately
  - i) on receipt send **us** every letter, court order, summons or other legal document served upon **you**
  - ii) tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under **your policy**
  - iii) notify the police of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals.

**We** will not pay **your** claim where you have not complied with this condition.

Notification of any of the above should be made via your insurance adviser to

AXA Insurance UK plc.  
AXA House  
Parklands  
Lostock  
Bolton  
BL6 4SD

Telephone: 0345 9004185  
Email: [liability.claims@axa-insurance.co.uk](mailto:liability.claims@axa-insurance.co.uk)

### Claims procedure condition

- a) **You** must take or allow others to take practical steps to prevent further injury, loss or damage, recover property lost and otherwise minimise the claim.
- b) At **your** expense **you** must provide **us** with

- i) full details in writing of any injury, loss or damage and any further information or declaration **we** may reasonably require
  - ii) any assistance to enable **us** to settle or defend a claim
  - iii) details of any other relevant insurances.
- c) **You** may not accept, negotiate, pay, settle, admit or repudiate any claim without **our** written consent.
- d) Following a claim **you** must allow **us** or anyone authorised by **us**
- i) access to premises
  - ii) to take possession of, or request delivery to **us** of any property insured.
- e) **You** may not abandon any property to **us**.
- f) **We** will be allowed complete control of any proceedings and settlement of the claim.

**We** will not pay **your** claim where **you** have not complied with this condition.

### Fair presentation of risk condition

**You** have a duty to make a fair presentation of the risk which **you** wish to insure. This applies prior to the start of **your policy**, if any variation is required during the **period of insurance** and prior to each renewal. If **you** do not comply with this condition then

- a) If the failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and that we will not return your premiums, or
- b) If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **you** made a fair presentation, then we can elect to make **your policy** void and return your premium or
- c) If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk then **we** can:
  - i) reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable and/or
  - ii) treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** made a fair presentation.
- d) Where we elect to apply one of the above then
  - i) if we elect to make your policy void, this will be from the start of the policy, or the date of variation or from the date of renewal.
  - ii) we will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the policy, or the date of variation or from the date of renewal
  - iii) we will treat the policy as having different terms imposed from the start of the policy, or the date of variation or from the date of renewal

depending on when the failure to make a fair presentation occurs.

### Fraud condition

**You** and anyone acting for **you** must not act in a fraudulent way.

If **you** or anyone acting for **you**

- a) knowingly makes a fraudulent or exaggerated claim under **your policy**
- b) knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine) or
- c) knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

**We** will

- i) refuse to pay the claim
- ii) declare the **policy** void from the date of the fraudulent act without any refund of premiums.

**We** may also inform the police of the circumstances.

### Instalments condition

If **you** fail to pay a premium instalment on the date due this will result in **your policy** being cancelled from the date the missed instalment was due. **You** will not be entitled to any return of premium where this happens.

If a claim has been made or there has been any incident likely to lead to a claim during the current period of insurance the annual premium remains due in full.

### Other insurance condition

If a claim is made under **your policy** and there is other insurance cover for which **you** are, or would be but for this **policy**, entitled to have a claim paid under the other insurance, **we** will at **our** option, either pay

- a) a proportionate share of the claim
- or
- b) an amount beyond that which is or would be payable under the other insurance.

### Reasonable care condition

**You** must take reasonable steps to

- a) prevent or protect against injury, loss or damage
- b) keep **your** premises, machinery, plant and equipment and all other property insured in good condition and in full working order
- c) remedy any defect or any danger that becomes apparent, as soon as possible.

If required by **us**, **you** must allow access to **your** premises and/or activities of **your business** to carry out inspection or survey. **You** must complete any risk improvements that **we** ask for, within a reasonable period of time advised by **us**.

**We** will not pay **your** claim where **you** have not complied with this condition.

### **Sanctions condition**

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your policy** that **we** will not provide cover, or pay any claim or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, or **our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

### **Subrogation (our rights) condition**

**We** will be entitled to undertake in **your** name or on **your** behalf

- a) the defence or settlement of any claim
- b) steps to enforce rights against any other party before or after payment is made by **us**.

### **Third party rights condition**

This contract is between **you** and **us**. The rights under this contract will not be enforceable by any other party because of the Contract (Rights of Third Parties) Act 1999.

## **Making a complaint**

AXA Insurance aims to provide the highest standard of service to every customer.

If **our** service does not meet **your** expectations **we** want to hear about it so **we** can try to put things right.

All complaints **we** receive are taken seriously. Following the steps below will help **us** understand **your** concerns and give **you** a fair response.

### **How to make your complaint**

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with. If **your** complaint relates to a claim on **your policy**, please contact the department dealing with **your** claim. If **your** complaint relates to anything else, please contact the broker **your policy** was purchased. Telephone contact is often the most effective way to resolve complaints quickly.

Alternatively **you** can write to **us** at

AXA Insurance  
Commercial complaints  
AXA House  
4 Parklands  
Lostock  
Bolton  
BL6 4SD  
Tel: 01204 815359  
Email: [commercial.complaints@axainsurance.co.uk](mailto:commercial.complaints@axainsurance.co.uk)

When **you** make contact please tell **us** the following information:

- Name address and postcode, telephone number and e-mail address (if **you** have one)
- **Your** policy and / or claim number, and the type of policy **you** hold
- The name of **your** insurance agent / firm (if applicable)
- The reason for **your** complaint

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material.

### **Beyond AXA**

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider **your** complaint if **we** have given **you our** final decision.

**You** have six months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Tel: 0800 023 4567\*  
Tel: 0300 123 9123\*\*  
Fax: 020 7964 1001  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

\* free for people phoning from a `fixed line` (for example, a landline at home)

\*\*free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

## Our promise to you

### We will

- Acknowledge written complaints promptly.
- Investigate **your** complaint quickly and thoroughly.
- Keep **you** informed of progress of **your** complaint.
- Do everything possible to resolve **your** complaint.
- Learn from **our** mistakes.
- Use the information from complaints to continuously improve **our** service.

Telephone calls may be monitored or recorded.

## Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).



## **Section 1 – Employers liability section**

Your **schedule** will show if this section is covered.

### **What is covered**

**We** will cover the amount of damages which **you** are legally liable to pay in respect of **bodily injury** to any **employed person** resident in the **policy territories**, caused during the **period of insurance** and arising out of and in the course of their employment by **you** in connection with the **business**.

### **Additional business activities cover**

The cover under this section includes the following activities of the **business**

- a) providing and managing amenities for the benefit and welfare of **employed persons**
- b) owning, repairing, maintaining and decorating **your** own property or premises **you** use
- c) providing and managing facilities primarily used for fire prevention, safety or security at **your** premises
- d) maintaining and repairing vehicles and machinery owned or used by **you**
- e) private work **you** allow **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
- f) the sale or disposal of **business** assets.

### **Claim costs cover**

**We** will cover **claim costs** in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not pay **claim costs** for any part of a claim not covered by this section.

### **Compensation for court attendance cover**

**We** will compensate **you** at the rate of £500 per day, for each day that **we** request any director, partner or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

### **Manslaughter costs cover**

**We** will cover **manslaughter costs** in respect of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

**You** must obtain **our** prior written consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **manslaughter costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is the **manslaughter costs** limit of indemnity shown in **your schedule**.

**We** will not pay

- a) fines, penalties or awards of compensation imposed by a criminal court
- b) costs and expenses of implementing any remedial order or publicity order
- c) costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- d) costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- e) costs and expenses covered by any Legal Expenses insurance
- f) costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

#### **Overseas employees cover**

If **bodily injury** is caused during the **period of insurance** to any person under a contract of service or apprenticeship, arising out of and in the course of their employment by **you** in connection with the **business** and who is resident outside the **policy territories**, **we** will cover the amount of damages which **you** are legally liable to pay by a court of law having jurisdiction within the **policy territories**.

**We** will not pay

- a) for any action or recovery brought or commenced
  - i) in a court of law outside the **policy territories**
  - ii) in connection with any workmen's compensation or other social insurance, or arising from **your** failure to meet legal obligations or to pay adequate contributions for that insurance
- b) where an insurance policy covering legal liability for **bodily injury** caused to **employed persons** is arranged outside the **policy territories**.

#### **Personal liability cover**

If no other insurance is in force, at **your** request, the cover provided by this section will apply to the legal liability of

- a) any director or **employed person** of **yours** whilst
  - i) performing their normal duties in connection with the **business**
  - ii) work is being carried out on behalf of a director or officer by an **employed person** with **your** consent
  - iii) acting in a personal capacity, during the course of a trip or journey arranged for the purpose of the **business**
- b) the spouse, civil partner, domestic partner or any children accompanying a director or **employed person** in the course of a business trip or journey.

The cover provided by this section will also apply to **your** personal representative, or the personal representative of any other deceased person entitled to cover.

### **Principals liability cover**

At **your** request, **we** will cover the legal liability of any **principal** arising from the performance of **your** work for the **principal**.

**We** will not provide cover beyond the requirements of **your** contract with the **principal**.

### **Safety legislation costs cover**

**We** will cover **safety legislation costs** in respect of any **bodily injury** occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

**You** must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **safety legislation costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is the **safety legislation costs** limit of indemnity shown in **your schedule**.

**We** will not pay

- a) fines, penalties or awards of compensation imposed by a criminal court
- b) costs and expenses of an appeal against improvement or prohibition notices
- c) costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred

- d) costs and expenses covered by any Legal Expenses insurance
- e) costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

#### **Unsatisfied court judgements cover**

**We** will at **your** request, pay an **employed person** the amount awarded to that person by a court of law for **bodily injury** against any company, partnership or individual conducting a business within the **policy territories**, if such award remains unpaid six months after the date of the judgement.

**We** will only provide cover if

- a) there is no outstanding appeal
- b) the **bodily injury** was sustained during the **period of insurance** by the **employed person** while working in connection with the **business**
- c) the judgement was obtained in a court within the **policy territories**
- d) the **employed person** or their personal representative assigns the amount awarded under the judgement to **us**.

### **Limit of indemnity**

1. The employers liability limit of indemnity shown in **your schedule** is the maximum **we** will pay for the total of all damages and claims costs and will apply to any one claim or series of claims by one or more of the **employed persons** arising from one occurrence.
2. The **terrorist act** limit of indemnity shown in **your schedule** will apply exclusively to any one claim or series of claims by one or more of the **employed persons** arising directly or indirectly in connection with **terrorist act**.
3. In respect of any claim or claims, **we** may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims.

## **What is not covered**

### **Offshore exclusion**

**We** will not cover claims for **bodily injury** to any **employed person** while **offshore**.

### **Radioactive contamination exclusion**

**We** will not cover claims for

- a) **contractual liability**
- b) which **your principal** has a legal liability

caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

### **Road Traffic Act exclusion**

**We** will not cover claims for **bodily injury** to an **employed person** in circumstances where it is necessary to arrange compulsory motor insurance or security, under any Road Traffic Legislation.

## **Section conditions**

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **Right of recovery condition**

The cover provided under this section is in line with any law relating to the compulsory insurance of liability to persons employed within the **policy territories**. **You** must repay to **us** all amounts **we** pay which **we** would not have been liable to pay but for the law.

## **Section 2 – Public and products liability section**

Your **schedule** will show if this section is covered.

### **What is covered**

We will cover the amount of damages which **you** are legally liable to pay in respect of

1. **bodily injury**
2. **personal injury**
3. **property damage**
4. **nuisance or trespass**

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

If legal liability to pay damages in respect of **property damage** or **nuisance or trespass** arises from a release or escape of **pollutants** into the atmosphere or onto land, water, buildings or any structure, the cover will only apply to a **sudden incident** which happens at a specific time and place during the **period of insurance** within the **policy territories** and all **property damage** or **nuisance or trespass** will be considered as having occurred at the time of the **sudden incident**.

### **Additional business activities cover**

The cover under this section includes the following activities of the **business**

- a) providing and managing amenities for the benefit and welfare of **employed persons**
- b) owning, repairing, maintaining and decorating **your** own property or premises **you** use
- c) providing and managing facilities primarily used for fire prevention, safety or security at **your** premises
- d) maintaining and repairing vehicles and machinery owned or used by **you**
- e) private work **you** allow **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
- f) the sale or disposal of **business** assets.

### **Claims costs cover**

We will cover **claim costs** in connection with a claim for which an award of damages or **clean up costs** is paid or may be payable under this section, but **we** will not pay **claim costs** for any part of a claim not covered by this section.

### **Compensation for court attendance cover**

We will compensate **you** at the rate of £500 per day, for each day that **we** request any director, partner or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.



### Contingent motor liabilities cover

**We** will cover the amount of damages which **you** are legally liable to pay and **claim costs** in respect of accidental

- a) **bodily injury**
- b) **property damage**

occurring during the **period of insurance** and arising out of

- i) the use by an **employed person** of their own motor vehicle within the European Union in connection with the **business**
- ii) the movement of any motor vehicle, not owned by, or provided by **you**, or an **employed person** that is preventing access to, or causing an obstruction within **your** premises or any site at which **you** are working

and the Road Traffic Act exclusion in this section will not apply to that liability.

**We** will not pay

- a) for loss of or damage to any motor vehicle referred to in i) or ii) above
- b) unless the motor vehicle is being driven with **your** permission and **you** have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle
- c) where cover is provided by another insurance policy.

### Cross liabilities cover

Any person, firm, company or organisation covered by this section, is entitled to the cover as if a separate policy had been issued to each and where **you** are a membership organisation, the cover will apply to each member as if a separate policy had been issued to each member.

However the amount payable by **us** in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in **your schedule**.

### Data Protection cover

**We** will cover the amount of compensation which **you** are legally liable to pay in respect of **personal injury** occurring during the **period of insurance**, arising from holding personal data, or, as a result of any loss, misuse or unauthorised disclosure of personal data held by **you** in the course of the **business**.

**We** will only pay

- a) amounts of compensation which **you** are ordered to pay, or which **you** might reasonably be expected to pay by a court having jurisdiction
- b) if **you** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation

within the **policy territories**.

**We** will not cover

- a) fines or penalties imposed by a court
- b) the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice
- c) the cost of replacing, reinstating, rectifying or erasing any personal data
- d) refund of monies paid to **you** by any claimant
- e) compensation costs and expenses covered by any Legal Expenses insurance.

The maximum **we** will pay for compensation, costs and expenses in total, as a result of all occurrences during any one **period of insurance**, is the data protection limit of indemnity shown in **your schedule**.

### **Defective Premises Act cover**

**We** will cover the amount of damages which **you** are legally liable to pay in respect of accidental **bodily injury** or **property damage**, occurring during any one **period of insurance**, arising out of premises **you** have disposed of, but had previously owned in connection with the **business**.

**We** will not cover

- a) loss of or damage to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them
- b) any liability for which **you** are covered under any other insurance policy.

### **Environmental clean up cover**

**We** will cover the amount of **clean up costs** which **you** are legally liable to pay, under a notice or order imposed upon **you** by an **enforcing authority**, arising from a release or escape of **pollutants**, onto or into land, surface water or ground water.

The cover will only apply to a **sudden incident** which happens at a specific time and place during the **period of insurance** in connection with the **business**, within the **policy territories**.

The maximum **we** will pay for all **clean up costs**, as a result of one **sudden incident** or all such incidents happening during any one **period of insurance**, is the **clean up costs** limit of indemnity shown in **your schedule**.

Where a claim for damages arises in addition to **clean up costs** as a result of the same **sudden incident**, the maximum **we** will pay for the total amount of damages and **clean up costs** added together, will not exceed the public liability limit of indemnity shown in **your schedule**.

**We** will not cover any part of a claim for **clean up costs**

- a) at, in or upon property that is or was, owned by **you**, or in **your** possession, or in **your** custody or under **your** control
- b) to achieve an improvement or alteration in the condition of the land, or any surface or ground water beyond that

- i) necessary to meet the standards required by law at the start of remediation
- ii) existing at the time of a **sudden incident** for which a claim is made under this section.

### **Manslaughter costs cover**

**We** will cover **manslaughter costs** in respect of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

**You** must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **manslaughter costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is the **manslaughter costs** limit of indemnity shown in **your schedule**.

**We** will not pay

- a) fines, penalties or awards of compensation imposed by a criminal court
- b) costs and expenses of implementing any remedial order or publicity order
- c) costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- d) costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- e) costs and expenses covered by any Legal Expenses insurance
- f) costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

### **Passenger effects cover**

**We** will cover **your** legal liability to pay for accidental loss or damage to **passenger effects**.

**We** will not provide cover for

- a) unexplained loss or damage to **passenger effects**

- b) any **contractual liability**
- c) **clean up costs**
- d) loss of or damage to **passenger effects** by theft or attempted theft when unattended, unless securely locked in a building or securely locked in a vehicle baggage compartment whilst in transit and there are visible signs of forcible and violent entry to or exit from the building or vehicle.
- e) the **excess** shown in **your schedule** for each and every loss or series of losses arising from one **event**.

The maximum amount **we** will pay for damages in respect of **passengers effects** will not exceed the limit of indemnity shown on **your schedule**.

### **Personal liability cover**

If no other insurance is in force, at **your** request, the cover provided by this section will apply to the legal liability of

- a) any director or **employed person** of **yours** whilst
  - i) performing their normal duties in connection with the **business**
  - ii) work is being carried out on behalf of a director or officer by an **employed person** with **your** consent
  - iii) acting in a personal capacity, during the course of a trip or journey arranged for the purpose of the **business**
- b) the spouse, civil partner, domestic partner or any children accompanying a director or **employed person** in the course of a **business** trip or journey.

The cover provided by this section will also apply to **your** personal representative, or the personal representative of any other deceased person entitled to cover.

### **Principals liability cover**

At **your** request, **we** will cover the legal liability of any **principal** arising from the performance of **your** work for the **principal**.

**We** will not provide cover beyond the requirements of **your** contract with the **principal**.

### **Property in your care cover**

The cover provided by this section will apply to the following property whether or not it is in **your** possession or custody or under **your** control at time of the occurrence of loss or damage.

- a) premises which are leased, let, rented, hired or lent to **you**
- b) premises, including contents, which are not owned or rented by **you**, where **you** are temporarily carrying out work in connection with the **business**
- c) the vehicles or personal effects of **employed persons** or visitors while on **your** premises.

**We** will not provide cover for

- a) any **contractual liability**
- b) loss of or damage to property for which **you** have an agreement to arrange insurance on behalf of the owner, or as if **you** were the owner, under a tenancy, rental or hire agreement
- c) **clean up costs**.

#### **Safety legislation costs cover**

**We** will cover **safety legislation costs** in respect of any **bodily injury** or **property damage** occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

**You** must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), that such appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **safety legislation costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is the **safety legislation costs** limit of indemnity shown in **your schedule**.

**We** will not pay

- a) fines, penalties or awards of compensation imposed by a criminal court
- b) costs and expenses of an appeal against improvement or prohibition notices
- c) costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
- d) costs and expenses covered any Legal Expenses insurance
- e) costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

## **Limit of indemnity**

1. The public liability limit of indemnity shown in **your schedule** is the maximum amount **we** will pay for all damages arising from one **event**.
2. The public liability limit of indemnity is also the maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from release or escape of **pollutants**.
3. The products liability limit of indemnity shown in **your schedule** is the maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from **products**.
4. The **terrorist act** limit of indemnity shown in **your schedule** is the maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance**, arising directly or indirectly in connection with **terrorist act**.
5. If **we** cover more than one person, firm, company or organisation, the amount payable by **us** in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in **your schedule**.
6. **We** will pay **claim costs** in addition to the limit of indemnity applicable to the claim or claims, except if an action for damages is started or brought in the United States of America or Canada.
7. If an action for damages is started or brought in the United States of America or Canada, **we** will not pay more than the limit of indemnity shown in **your schedule**, for the total of all damages and **claim costs** arising from the action.
8. In respect of any claim or claims, **we** may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims. If **we** have agreed to pay **claim costs** in addition to the limit of indemnity, **we** will pay the costs incurred before the date of the claim payment.

## **What is not covered**

### **Aircraft and watercraft exclusion**

**We** will not cover claims caused by or arising from **you** owning, possessing or using any

- a) type of aircraft or spacecraft
- b) watercraft or hovercraft exceeding 8 metres in length that is ordinarily capable of movement by mechanical power and which is under **your** control.

### **Airside exclusion**

**We** will not cover claims caused by or arising from any **services** in, or on

- a) aircraft
- b) airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access.

### **Aviation and hovercraft products exclusion**

**We** will not cover claims caused by or arising from any **products** which to **your** knowledge, are for use in or on any aircraft, hovercraft or device intended to travel through air or space.

### **Asbestos exclusion**

**We** will not cover claims caused by or arising from

- a) inhalation or ingestion of **asbestos**
- b) exposure to or fear of the consequences of exposure to **asbestos**
- c) the presence of **asbestos** in any property or on land
- d) investigating, managing, removing, controlling or remediation of **asbestos**.

### **Contractual liability exclusion**

**We** will not cover claims

- a) for **contractual liability** in connection with **products**
- b) where the terms of any contract or agreement made by **you**, prevent **us** from taking over the full defence or settlement of the claim
- c) to pay liquidated damages, or any contractual fines or amounts payable under contractual penalty clauses.

### **Damage to products and services exclusion**

**We** will not cover claims for loss of or damage to property forming part of a contract for the sale or supply of **products** or **services**, caused by or arising from a defect in or the unsuitability of those **products** or **services**.

### **Defamation and discrimination exclusion**

**We** will not cover claims caused by or arising from

- a) libel or slander
- b) false statement
- c) discrimination of any kind.

### **Deliberate act exclusion**

**We** will not cover claims

- a) caused by or arising from any deliberate act, error or omission
  - i) where the results are intended or expected, or are reasonably foreseeable by **you**
  - ii) by anyone other than **you**, so far as cover is requested for their own liability
- b) for **clean up costs** in circumstances where **you** have knowingly
  - i) deviated from any regulatory notice, order or protection ruling
  - ii) omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible.

### **Electronic data exclusion**

**We** will not cover claims caused by or arising from

- a) authorised or unauthorised transmission of **electronic data**
- b) the content of any website, **your** email, intranet or extranet
- c) loss, distortion, erasure, corruption or alteration of **electronic data** or any loss of use resulting in reduction of functionality
- d) failure of electronic, electromechanical data processing or electronically controlled equipment or **electronic data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

### **Employee injury exclusion**

**We** will not cover claims for **bodily injury** sustained by any **employed persons** arising out of and in the course of their employment with **you**.



### Employment dispute exclusion

**We** will not cover claims caused by or arising from a dispute with, or proceedings brought by, any person for

- a) their existing, past or prospective contract of employment with **you**
- b) a breach of employment related legislation.

### Excess exclusion

The **excess** will apply to each **event** for loss as stated in **your schedule**. In respect of **products**, the **excess** will apply to each **event** during each **period of insurance** that loss occurs as a result of the **event**.

### Intellectual property exclusion

**We** will not cover claims caused by or arising from passing off or infringement of trade name, registered design, unregistered design, copyright or patent right.

### North America exclusion

**We** will not cover claims caused by or arising from

- a) any **products**, which to **your** knowledge, are for export, either directly or indirectly to the United States of America or Canada
- b) **services** in the United States of America or Canada
- c) pollution or contamination of the atmosphere, land or water or any buildings or structure, or any environmental damage or impairment in the United States of America or Canada.

### Offshore exclusion

**We** will not cover claims caused by or arising from any **services, offshore**.

### Overseas establishment exclusion

**We** will not cover claims caused by or arising from any associated or subsidiary company of **yours**, or any of **your** branch offices, or any representative of **yours** with power of attorney, registered, having premises or resident outside the **policy territories**.

### Professional duty exclusion

**We** will not cover claims caused by or arising from any breach of professional duty in relation to advice, instruction, consultancy, design, formula, specification, inspection, survey, valuation, certification, testing or supervision undertaken or given for a fee.

### **Punitive damages exclusion**

**We** will not cover claims to pay any award of punitive, exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages, by a court of law outside the **policy territories**.

### **Radioactive contamination exclusion**

**We** will not cover claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

### **Recall exclusion**

**We** will not cover claims to pay any costs or expenses caused by or arising from any decision or requirement to recall or withdraw **products** from sale or use.

### **Rectification of defects exclusion**

**We** will not cover claims to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove defective or unsuitable **products** or **services**, or to make any refund.

### **Road Traffic Act exclusion**

**We** will not cover claims caused by or arising from the ownership, possession or use by **you** or on **your** behalf of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation or where cover is provided (or would be provided but for breach of the terms of cover) by another insurance.

### **Tours exclusion**

**We** will not cover claims caused by or arising from the organisation of **package travel** by or on **your** behalf

### **War risk exclusion**

**We** will not cover claims caused by or arising from war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition, or loss of or damage to property by or under the order of any government or public or local authority.

## **Section conditions**

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **Hot work precautions condition**

The following precautions must be complied with each time that **hot work** is undertaken away from **your** premises

- a) the area where the work is to be completed must be cleared of all combustibles
- b) combustible floors and other combustible property which cannot be moved, must be protected by non combustible material and where welding, cutting or grinding equipment is being used, this must extend to at least 6 metres from or beneath the work area
- c) where there is a danger of ignition either directly, or by conduction of heat, through any partitions or walls, the area on the other side must be inspected and combustible material removed
- d) at least one fire extinguisher, of a type suitable for the use required, must be kept adjacent to the work or task and ready for immediate use
- e) no heat producing equipment must be left out of view of its operator or firewatcher whilst lighted or powered or whilst hot
- f) a thorough safety check for signs of fire or combustion around, above or below the work area must be made at regular intervals, for at least 30 minutes after each period of work is completed.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim.

### **Legionella precautions condition**

If **you** own or are responsible for water systems, water installations or cooling systems, a written risk assessment must be undertaken and controls put in place to prevent the growth of biological agents that may cause disease or illness.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

### **Sub-contractors (services) condition**

If **you** appoint any sub-contractor (other than an **employed person**) to carry out **services** at the premises or site of a customer, **you** must take reasonable steps to obtain confirmation from the sub-contractor, prior to starting work, that they have Public Liability insurance in force throughout the period of their involvement.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

## **Section 3 – Personal accident for directors, principals and partners section**

Your **schedule** will show if this section is covered.

### **What is covered**

We will pay the **insured person**, or in the event of death their personal representatives, in accordance with the benefits shown in **your schedule**, if during the **period of insurance** any **insured person** sustains an **identifiable injury** whilst undertaking duties in connection with the **business**.

### **Maximum benefits**

Benefit payable under this section will not exceed the amounts shown in **your schedule** for each **insured person**.

### **Payment of benefits**

We will only pay under one of the benefits shown in **your schedule** as a result of one **sudden accident**.

### **What is not covered**

#### **Armed forces exclusion**

We will not cover claims in any way caused or contributed to, by the **insured person** engaging in or taking part in armed forces service or operations.

#### **Chemical weapon exclusion**

We will not cover claims in any way caused or contributed to, by the actual or threatened malicious use of pathogenic or poisonous, biological or chemical materials.

#### **Criminal act exclusion**

We will not cover claims in any way caused or contributed to, by the **insured person's** own criminal act.

#### **Deliberate act exclusion**

We will not cover claims in any way caused or contributed to, by the **insured person's** deliberate exposure to exceptional danger (except in an attempt to save human life).

### **Drugs and alcohol exclusion**

**We** will not cover claims in any way caused or contributed to, by the **insured person** being under the influence of alcohol or drugs, not prescribed by a qualified medical practitioner.

### **Flying exclusion**

**We** will not cover claims in any way caused or contributed to, by the **insured person** engaging in flying of any kind other than as a passenger.

### **Hazardous pastimes exclusion**

**We** will not cover claims in any way caused or contributed to, by **hazardous pastimes**.

### **Pre-existing condition exclusion**

**We** will not cover claims in any way caused or contributed to, by

- a) any existing condition or chronic or recurring disease or disorder, or
- b) any other condition about which the **insured person** knew about and has
  - i) sought advice, diagnosis, treatment or counselling
  - ii) become aware, or should reasonably have been aware
  - iii) been treated in the 24 months immediately prior to **inception**.

### **Suicide and insanity exclusion**

**We** will not cover claims in any way caused or contributed to, by the **insured person's** suicide, attempted suicide or intentional or deliberate **identifiable injury**, or the **insured person** being in a state of insanity.

### **War risk exclusion**

**We** will not cover

- a) any claims caused by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
- b) confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

## **Section conditions**

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **Change in circumstances condition**

**You** must tell **us** as soon as **you** become aware of any **identifiable injury**, disability or other condition where the **insured person** has become affected.

### **Claims evidence condition**

- a) The **insured person** must as early as possible seek the attention of a qualified medical practitioner in the event of **identifiable injury** which causes or may cause a claim and all certificates, information and evidence required by **us** in connection with such **identifiable injury** are to be provided at the **insured person's** expense.
- b) All medical records, notes and correspondence in connection with a claim or a related pre-existing condition must be made available on request to any medical adviser appointed by **us** and that medical adviser is to be allowed to examine the **insured person** as often as necessary.
- c) If the **insured person** dies **we** will be entitled to have a post mortem examination at **our** expense.

## **Section 4 – Professional indemnity section**

Your **schedule** will show if this section is covered.

### **Important information about this cover**

The cover in this Professional indemnity section operates on a claims-made basis. This means that **we** will only provide cover for **claims** made against **you** or **claim circumstances** that **you** become aware of during the **period of insurance** and that are notified to **us** during the **period of insurance**.

**We** will not cover any **claim** or **claim circumstance** arising from an act, error or omission that occurred before the **retroactive date**.

Conditions apply regarding when **you** must tell **us** about **claims** or **claim circumstances** and these can be found below. **You** should read these carefully.

### **What is covered**

**We** will cover **you** for any **claim** and **defence costs** that arise from the conduct of **your business**, where the **claim** is first made against **you** and notified to **us** during the **period of insurance**, arising from

- a) a breach of **your** professional duty including but not limited to non-performance or improper performance of services
- b) a breach of contract in the conduct of **your business**
- c) negligent misstatement or misrepresentation
- d) unintentional libel, slander or defamation
- e) unintentional breach of or misuse of confidentiality or any right to privacy
- f) unintentional infringement of intellectual property rights including any act of passing off (but not breach of patent)

committed by

- i) **you**
- ii) **your** directors, partners, members or **employed persons** or
- iii) **your agents**.

The most **we** will pay in total for all **claims**, **defence costs**, claimant's costs, fees, expenses or any other costs in any one **period of insurance** is the professional indemnity limit of indemnity stated in **your schedule**.

### **Defence and settlement of professional indemnity claims**

All **claims** that come from the same act, error or omission or series of acts, errors or omissions, as a result of, or arising directly or indirectly from, the same source or original cause, will be regarded as one **claim**.

If **we** cover more than one person, firm, company or organisation, **our** liability to all, as a result of one **claim**, will not be more than the professional indemnity limit of indemnity stated in **your schedule**.

**We** may at any time pay the professional indemnity limit of indemnity stated in **your schedule**. **We** will then have no further liability for that **claim** or **defence costs** except those already incurred at the date of payment of the professional indemnity limit of indemnity.

**We** have the right, but not the obligation, to take control of any **claim** and conduct the investigation, settlement or defence in **your** name. After taking into account the commercial considerations of the costs of defence, **we** may choose to settle a **claim** instead of defending it.

If **we** feel it is necessary, **we** will appoint an adjuster, solicitor or other appropriate person to deal with a **claim**.



## **What is not covered**

### **Asbestos exclusion**

**We** will not cover any **claim** directly or indirectly involving **asbestos** or allegations or concerns relating to **asbestos**.

### **Associated persons or entities exclusion**

**We** will not cover any **claim** brought by

- a) a firm, company or organisation with a financial interest in **you**
- b) a firm, company or organisation in which any of **your** partners, directors or principals have a controlling interest
- c) any firm, company, organisation or individual who falls within the definition of **you**

unless the **claim** originates from a source independent of that firm, organisation or individual.

### **Construction or installation exclusion**

**We** will not cover any **claim** arising from the conduct of **your business** where **you** undertake any construction, erection, installation or maintenance works or to manufacture or supply materials or equipment (other than project models or displays) in connection with such construction, erection, installation or maintenance works.

### **Contractual liability exclusion**

**We** will not cover **contractual liability**.

### **Deliberate acts and omissions exclusion**

**We** will not cover any **claim** arising directly or indirectly from any act, error or omission that **you** deliberately, spitefully or recklessly commit, condone or ignore.

### **Directors' and officers' liabilities exclusion**

**We** will not cover any **claim** made against **you** or your directors, officers or trustees for breach of their duties as director, officer or trustee

### **Dishonesty and fraud exclusion**

**We** will not cover any **claim** directly or indirectly involving dishonesty or fraud.

### **Distorted computer records exclusion**

**We** will not cover any **claim** directly or indirectly arising from the loss or distortion of computer records caused by

- a) defects in computer equipment or electronic storage devices
- b) wear, tear, vermin or gradual deterioration
- c) climatic or atmospheric conditions or extremes of temperature

- d) use or processing whilst mounted in or on any machine unless as a result of loss of or damage to the machine itself

### **Employment exclusion**

**We** will not cover any **claim** arising out of any kind of employment related dispute or any kind of defamation, discrimination, harassment or unfair treatment relating to any current, former or prospective **employed person**.

### **Excess exclusion**

**We** will not pay the **excess** shown in **your schedule**.

### **Financial services exclusion**

**We** will not cover any **claim** arising out of any Regulated Activities as defined in the Financial Services and Markets Act 2000 as amended from time to time.

### **Fines and penalties exclusion**

**We** will not cover any fines, penalties, punitive, multiple, aggravated or exemplary damages awarded against **you**.

### **Goods supplied exclusion**

**We** will not cover any **claim** arising out of any product, goods or materials that **you** have supplied or used, or made arrangements to supply or use, or the manufacture, repair, sale, installation or maintenance of any product by **you** or on **your** behalf.

### **Injury exclusion**

**We** will not cover any **claim** for or arising from **injury**.

### **Insolvency exclusion**

**We** will not cover any **claim** arising out of or in connection with the insolvency or bankruptcy of

- a) **you**
- b) **your agent** or
- c) any tour operator, travel agent or other supplier of services

and **we** will not cover any **claim** made by any liquidator, provisional liquidator or administrator.

### **Insurance or finance arrangement exclusion**

**We** will not cover any **claim** arising from **your** failure to arrange and/or maintain insurance and/or finance.

**Internet activity exclusion**

**We** will not cover any **claim** arising out of

- a) the management of financial transactions
  - b) obscene, blasphemous or pornographic materials
- on or via the internet.

**Patent exclusion**

**We** will not cover any **claim** arising out of any infringement of any patent.

**Pollution exclusion**

**We** will not cover any **claim** directly or indirectly involving **pollution**.

**Prior knowledge exclusion**

**We** will not cover any **claim** or **claim circumstance**

- a) that has been notified under any other policy before the start of this **policy**
- b) that **you** were aware of or should have been aware of before the start of this **policy**.

**Property damage exclusion**

**We** will not cover any **claim** for loss of or damage to property.

**Property ownership exclusion**

**We** will not cover any **claim** arising from the ownership, possession, leasing or use of any land or building structure or any other property or goods whether mobile or immobile.

**Radioactive contamination exclusion**

**We** will not cover any **claim** arising directly or indirectly from

- a) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

**Retroactive date exclusion**

**We** will not cover any **claim** arising from the performance of **your business** carried out before the **retroactive date** shown in **your schedule**.

**Taxation, competition or restraint of trade exclusion**

**We** will not cover any **claim** arising directly or indirectly from the breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.

**Territorial limits exclusion**

**We** will not cover any **claim** instituted or pursued outside the **territorial limits** nor arising from the performance of **your business** outside the **territorial limits**.

**Terrorist act exclusion**

**We** will not cover any **claim** directly or indirectly involving any **terrorist act**.

**Trading losses exclusion**

**We** will not cover any **claim** arising out of trading losses or trading liabilities incurred by **you** or any of **your** businesses or any guarantee or undertaking given by **you** for a debt or performance of any other obligation by a third party.

**Virus exclusion**

**We** will not cover any **claim** arising out of the transmission or receipt of a **virus or similar mechanism**.

**War risk exclusion**

**We** will not cover any **claim** arising from or happening through war, invasion, act of foreign enemy, hostilities, whether war is declared or not, civil war, rebellion, revolution, insurrection or military or usurped power.

## **Section conditions**

These conditions of cover apply only to this section.

Breach of some of the following conditions will entitle **us** to refuse to pay a **claim**.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

### **Claim circumstance condition**

**You** must tell **us** in writing as soon as possible within the **period of insurance** about **claim circumstances**.

When telling **us** about **claim circumstances**, **you** must give to **us** full details including but not limited to

- a) a description of the **claim circumstance**
- b) the nature of the alleged act, error or omission leading to the **claim circumstance** and the date it was committed
- c) the nature of the alleged damage
- d) the names of the actual or potential claimants and defendants, and
- e) the manner in which **you** first became aware of the **claim circumstance**.

If **claim circumstances** that relate to work **you** performed after the **retroactive date** and within the **period of insurance** lead to a **claim** after the **period of insurance** has ended, that **claim** will be deemed to have been made against **you** during the **period of insurance**, provided that **you** told **us** in accordance with the requirements of this condition.

### **Claim control and co-operation condition**

**You** must give **us** all information and assistance that **we** reasonably require and that is in **your** power to provide.

**You** must co-operate with **us** and anyone appointed on **our** behalf by

- a) providing any information, assistance, signed statements or depositions as **we** may require to comply with any Civil Procedure Rules, Practice directions and Pre-Action Protocols as may be issued
- b) assisting to present the best possible defence to a **claim**
- c) ensuring access to any information that **we** or **our** representatives may require in the defence of a **claim** or the investigation of any **claim circumstance**, whether or not that information may be privileged
- d) provide **us** with any and all information that will allow **us** to determine **our** liability under this **policy**
- e) making payment on demand of **your excess** in order to comply with the terms of any settlement **we** have agreed

- f) providing any information, assistance, signed statements or depositions as **we** may require to exercise **our** rights of subrogation
- g) ensuring that all documents of any description relevant to any **claim** or **claim circumstance** are preserved and complete.

#### **Claim notification condition**

**You** must tell **us** in writing as soon as possible within the **period of insurance** about any **claim** against **you** irrespective of **your** views as to the validity of that **claim**.

If **you** do not comply with this condition, **we** have the right to refuse to pay the **claim**.

#### **No admission of liability condition**

In the event of a **claim** or discovery of a **claim circumstance**, **you** must not

- a) admit liability
- b) incur any **defence costs**
- c) make any offers of settlement
- d) otherwise prejudice the conduct of defence or settlement of that **claim** or **claim circumstance**

without first obtaining **our** written approval. This applies regardless of any complaints handling procedure or if the amount in dispute is less than **your excess**.



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