

POLICY WORDING

Your Professional Liability Insurance



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CYAN MAGENTA YELLOW BLACK



Welcome to Your Professional Liability Insurance

This policy is a legal contract between You and Us and designed to be as easy to understand as possible. You must make a fair presentation of the risk to Us at inception, renewal and alteration of the policy.

Your proposal, the Schedule, Your policy and any endorsements shall be considered as one legal document. It is important that You read all Your documents carefully and let Your insurance broker or adviser know immediately if the insurance does not meet Your requirements or if any information is inaccurate or incomplete. If any changes are required, this may result in changes to the terms and conditions of the policy, or a refusal to provide cover.

We are keen to work in partnership with You and avoid any misunderstandings.

AXA Insurance UK plc (herein called the Company) and the Insured agree that:

- This Policy the Schedule (including any Schedule issued in substitution) and any Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.
- The Proposal or any information supplied by the Insured shall be incorporated in the contract.
- The Company will provide the Insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium.

Provided that this Policy shall not be in force unless it has been initialled by an authorised official of the Company.

Your Obligations under the Policy

The policy imposes certain obligations upon You which if not complied with may invalidate this insurance or a claim.

Some of these obligations are expressed to be policy condition or Conditions Precedent. These are extremely important. If You are in breach of any of these obligations at the time of a loss, We will have no obligation to indemnify You in relation to any claim for that loss. However if a policy condition or Conditions Precedent is intended to reduce the risk of a loss of a particular kind, at a particular location or at a particular time, We will not rely on the breach of that policy condition or Conditions Precedent to exclude, limit or discharge Our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Steps to be taken if You cannot comply

If You are unable to comply with any policy condition or Conditions Precedent You should contact Us as soon as reasonably possible through Your insurer broker or adviser. We will decide whether We might be prepared to agree a variation in the policy. **All policy condition or Conditions Precedent remain effective unless You receive written confirmation of a variation from Us through Your insurer broker or adviser.**

You should keep a written record (including copies of letters) of any information You give Us, or Your insurer broker or adviser, at inception, renewal or making variation to this policy.

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Part A – Professional Indemnity Insurance

Terms and Conditions

Notice: This policy covers only claims or losses made and notified to the company during the period of insurance

Definitions

For the purposes of Professional Indemnity Insurance

1. Asbestos Risks means:

- the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
- the release of Asbestos Dust
- the exposure of persons buildings or property to Asbestos Dust or Asbestos Containing Materials

2. Asbestos means:

crocidolite amosite chrysotile brous actinolite brous anthophyllite or brous tremolite or any mixture containing any of those minerals

3. Asbestos Dust means:

fibres or particles of Asbestos

4. Asbestos Containing Materials means any material containing Asbestos or Asbestos Dust

5. Bodily Injury means:

death disease illness or bodily or mental injury

6. Claim means:

- service of a claim form. Counter claim. Other additional claim application notice. Notice of appeal, witness summons or similar legal document including an application for any related injunction or a reference to or notification of intention to commence or the commencement of proceedings of any kind including arbitration proceedings or a complaint to an ombudsman or
- a written communication including electronic communications (whether or not containing a demand for compensation or damages) asserting a legal liability on the part of the Insured or
- any communication in whatsoever form invoking any Pre- Action Protocols as may be issued and approved from time to time

7. Defence Costs means:

all costs and expenses (other than costs incurred in connection with Claims Condition 8B) which are incurred by the Company or by the Insured with the Company's written consent in connection with the defence investigation or settlement of any Claim made against the Insured and notified under this policy and in connection with any circumstances which might give rise to a Claim

8. Documents means all:

- documents (excluding bearer bonds coupons bank or currency notes or other negotiable instruments)
- computer systems records the property of the Insured or for which the Insured is responsible

9. Employee means:

any person including any trainee or consultant under a contract of service with the Insured or the Predecessors in respect of Professional Business at the time of any conduct giving rise to a Claim against the Insured or at the time of any other occurrence which may be the subject of indemnity under this policy

10. The Insured means:

the Insured as named in the Schedule The following will be indemnified in like manner to the Insured in respect of Claims arising out of the conduct of Professional Business provided that each shall as though the Insured observe and be subject to the terms of this policy so far as they can apply any partner director or member or former partner director or member of the Insured or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of civil liability incurred by such partner director or member or former partner director or member at the Insured's request any Employee or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of civil liability incurred by such Employee

11. Insured's Contribution means:

the amount for which the Insured is responsible under Insurance Clauses 1 and 2 of this policy in respect of any one Claim The Insured's Contribution shall not apply to Defence Costs All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim

12. Microchip means:

a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers

13. North America means:

the United States of America and Canada and in each case its territories and possessions and any state or political sub-division thereof

14. North American Claim means:

each and every Claim brought against the Insured in North America or which is instituted or pursued before an arbitrator or tribunal or in courts in North America (whether for enforcement of judgment or otherwise) or in which it is contended that the laws of any country state or political subdivision in North America should apply

15. Predecessor means:

any person practice or other firm to which the Insured has succeeded

16. Professional Business means:

professional services undertaken by or on behalf of the Insured or the Predecessors in connection with the Business defined in the Schedule

17. System

Includes computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

18. Terrorism means:

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

19. Virus means:

programming code or series of instructions designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto System transmitted between Systems by transfer between computer systems via networks extranets internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

20 War Risks means:

war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

Interpretation

In this policy

- the singular includes the plural and vice versa
- the male gender includes the female and neutral genders
- references to any Act or law include any rules or regulations promulgated thereunder and any re-enactment replacement amendment or modification thereof in whole or part and whether before or after the date of this policy
- the use of headings and sub-headings is for ease of reference only and is not intended to be construed as an aid to interpretation

Insurance Clauses

1. Civil Liability

The Company will indemnify the Insured up to the Limit of Indemnity specified in the Schedule in respect of Claims first made against the Insured and notified to the Company during the Period of Insurance in respect of civil liability (including liability for Claimant's costs and expenses) incurred in connection with the conduct of Professional Business The Company will in addition pay Defence Costs incurred by the Company or by the Insured with the Company's written consent

Provided that:

if the amount payable to dispose of a Claim exceeds the amount available under this policy the liability of the Company for Defence Costs shall be only that proportion which the amount available bears to the amount payable to dispose of such Claim

2. Awards by Ombudsmen

The Company will indemnify the Insured in accordance with any final and binding award of any ombudsman under any recognised scheme up to a maximum of £100,000 in the aggregate during the Period of Insurance in respect of

- any amount paid or payable pursuant to such final binding award or
- any Defence Costs incurred in taking any steps which the Insured is directed to take by the ombudsman in relation to a Claimant Provided that the Claim giving rise to the award of the ombudsman was first made against the Insured and notified to the Company

during the Period of Insurance and arose in connection with the conduct of Professional Business

3. Loss of or Damage to Documents

The Company will in the event of loss of or damage to Documents occurring in the conduct of Professional Business and advised to the Company during the Period of Insurance indemnify the Insured in respect of all costs and expenses reasonably incurred by the Insured in replacing or restoring Documents up to a maximum of £50,000 during the Period of Insurance

Provided that:

such loss or damage is sustained while the Documents are either in transit or in the custody of the Insured or of any person to whom the Insured has entrusted them where the Documents are in electronic format the Insured can demonstrate to the reasonable satisfaction of the Company that the Insured had in place sufficient and proper procedures for the security and the daily back-up of Documents the Company shall not be liable for loss of or damage to Documents arising directly or indirectly from

- the transmission or impact of any Virus
- unauthorised access to a System

4. Compensation for Court Attendance

In the event of the legal advisers acting on behalf of the Insured with the consent of the Company requiring any principal partner member director or Employee of the Insured to attend any court tribunal arbitration adjudication or other hearing as a witness in connection with a Claim made against the Insured and notified under this policy the Company will provide compensation to the Insured at the rate of £200 per person for each day on which attendance is required

Limits of Indemnity

- The liability of the Company shall not exceed the Limit of Indemnity specified in the Schedule
- In the event of any reduction in the Limit of Indemnity on account of any Claim the Limit of Indemnity shall be automatically reinstated subject to the Company's liability for any one Claim not exceeding the Limit of Indemnity and the maximum payable under this Insurance during any Period of Insurance being limited to twice the amount of the Limit of Indemnity This reinstatement provision shall not apply to Claims arising out of or relating directly or indirectly to or in consequence of or in any way involving seepage pollution or contamination of any kind as described in proviso 5
- Where the Company is liable to indemnify more than one person firm company or body the total amount of indemnity payable under this policy shall not exceed the Limit of Indemnity
- All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim

5. In respect of any Claim or Claims based upon or arising out of or relating directly or indirectly to or in consequence of or in anyway involving seepage pollution or contamination of any kind the liability of the Company for Defence Costs incurred by the Company or by the Insured with the Company's written consent in respect of all Claims notified during any Period of Insurance shall not exceed the Limit of Indemnity specified in the Schedule or £1,000,000 whichever is the lower amount

Exclusions

The Company shall not be liable in respect of

1. Adjudication and Arbitration

Any Claim arising out of or related to any

- decision made against the Insured by an adjudicator who was not independent of the parties to the dispute
- adjudication arising from an adjudication clause in a contract which contains timetable provisions for adjudication which are more onerous to the Insured than those contained in the Scheme for Construction Contracts referred to in the Housing Grants Construction and Regeneration Act 1996
- arbitration award made in respect of any Claim or Counter Claim where the seat of the arbitration was located outside England Wales Scotland or Northern Ireland unless that seat was agreed to by the Company

2. Asbestos Risks

Any liability based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving Asbestos Risks

3. Bodily Injury to Employees

Any liability arising out of Bodily Injury to an Employee arising out of and in the course of his employment for or on behalf of the Insured

4. Bodily Injury to Others or Damage to Property

Any liability arising out of Bodily Injury to any other person or loss of or damage to property unless arising out of advice design specification or omission to perform a professional duty

5. Contractual Liabilities and Guarantees

Any Claim arising from any contractual agreement in respect of

- any express guarantee given by the Insured or
- any express contractual penalty made between the Insured and a third party or
- any acceptance by the Insured of liability for liquidated damages in so far as liability assumed by the Insured exceeds the amount of the Insured's liability in the absence of such agreement

6. Controlling Interest

Any Claim made against the Insured by

- any entity in which the Insured or any partner member or director or any combination of partners members or directors of the Insured exercises or has exercised a controlling interest
- any entity exercising a controlling interest over the Insured by virtue of their having a financial or executive interest in the operation of the Insured unless such Claim emanates from an independent third party

7. Design and Construct/Supply

Any Claim arising from the provision of advice design or specification where the Insured contracts to

- manufacture construct erect or install or
- supply materials or equipment

Provided this Exclusion shall not apply to project models or displays

8. Directors' and Officers' Liability

Any Claim against any Insured or those indemnified by this policy in like manner to the Insured in their capacity as a director officer or trustee in respect of the performance or non-performance of their duties as a director officer or trustee

9. Dishonesty

Any dishonest or fraudulent act or omission committed by any person after there is reasonable cause for suspicion of fraud or dishonesty in relation to such person Furthermore no indemnity shall be given to any person committing condoning or knowingly participating in any way in any act or omission of a fraudulent or dishonest nature

10. Employment

Any Claim arising from any liability to any Employee former employee or prospective employee in respect of employment related libel slander humiliation or defamation wrongful dismissal repudiation or breach of any employment contract or arrangement termination of a training contract or contract of apprenticeship harassment discrimination or like conduct

11. Fines Penalties and Punitive Damages etc.

Any fines penalties punitive exemplary or aggravated damages where such damages have been identified separately within any award of a court or the multiple portion of any multiplied damage award

12. Goods and Services

- any Claim arising out of the supply of any goods by or on behalf of the Insured or products manufactured constructed altered repaired treated sold supplied or distributed by or on behalf of the Insured
- any Claim arising from any contract or arrangement for the supply to or use by the Insured of goods or services

13. Insolvency of the Insured

Any Claim arising out of or relating to the insolvency or bankruptcy of the Insured Provided that this Exclusion shall not apply to any Claim

- in respect of monies held on behalf of third parties and/or
- for which the Insured would otherwise be indemnified by this policy but for the insolvency or bankruptcy of the Insured

14. Insured's Contribution

The Insured's Contribution

15. North American Jurisdiction and Operations

- damages or other monetary awards judgments or negotiated settlements Claimant's costs and expenses and Defence Costs connected with or arising out of any North American Claim
- the enforcement upholding or registration against the Insured by any arbitrator tribunal or court outside North America of any damages or other monetary awards judgments or negotiated settlements Claimant's costs and expenses and Defence Costs connected with or arising out of any North American Claim

- the operations of the Insured or any principal partner member director Employee agent branch subsidiary or parent company of the Insured in North America

16. Nuclear

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

- 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 thereof

17. Pension and Benefit Schemes

Any Claim arising from any plan programme or scheme providing benefits to the Insured or any employees

18. Previous Claims or Circumstances

- the consequence of any circumstance
 - notified under any Insurance which was in force prior to the inception of this policy
 - known to the Insured or which should have been known to the Insured at the inception of this policy which might reasonably be expected to produce a Claim
- any Claim made against the Insured prior to the Period of Insurance

19. Spite or Reckless Behaviour

Any Claim arising from personal spite or ill will towards any Claimant or arising from reckless behaviour

20. Trading Losses

Any Claim arising out of or in connection with any trading losses or liabilities incurred by the Insured or any business managed by or carried on by the Insured

21. Transportation or Property

The ownership use occupation or leasing of mobile or immobile goods or property by or on behalf of the Insured

22. War and Terrorism

Any Claim arising directly or indirectly out of War Risks or Terrorism.

General Conditions

1. Other Insurance

If at the time any Claim arises under this policy the Insured is or would but for the existence of this policy be entitled to indemnity under any other policy or policies the Company shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this policy not been effected.

2. Choice of Law

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales

Claims Conditions

1. Claims Notification

The Insured shall give written notice to the Company (regardless of the Insured's Contribution) as soon as possible after becoming aware of circumstances which might reasonably be expected to produce a Claim against the Insured or loss irrespective of the Insured's views as to the validity of such Claim or on receiving information of such a Claim for which there may be liability under this policy Any such Claim arising from such circumstances shall be deemed to have been made in the Period of Insurance in which such notice has been given

2. Notification of Adjudications

The Insured shall as a condition precedent to its right to indemnity in respect of any adjudication for which indemnity is available under Insurance Clause 1

Notify the Company within 2 working days of receipt of any notice of intention to adjudicate notice of adjudication referral notice or any adjudication notice pursuant to contract

Not serve any of the notices referred to in Claims Condition 2A) without the prior written consent of the Company unless in the Insured's reasonable opinion service of those notices will not give rise to a Claim against the Insured

3. Notification of Reviews by an Ombudsman

The Insured shall as a condition precedent to its right to indemnity under Insurance Clause 2 give immediate notice to the Company in writing as soon as it becomes aware that any ombudsman is reviewing a case directly affecting the Insured

4. Supporting Documentation and Admissions

All documents supporting any Claim shall be forwarded to the Company immediately on receipt No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company

5. Conduct of Claims

The Insured shall give all such assistance as the Company may require The Company shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any Claim or to prosecute in the name of the Insured for its own benefit any Claim and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim.

6. Queen's Counsel Clause

The Insured shall not be required to contest any legal proceedings unless a Queen's Counsel (or by mutual agreement between the Insured and the Company a similar authority) shall advise that such proceedings could be contested with the probability of success

7. Disposal of Claims

In connection with any Claims against the Insured the Company may at any time pay to the Insured the Limit of Indemnity (after deduction of any sums already paid as damages or Claimant's costs and expenses in respect of such Claims) or any less amount for which such Claims can be settled and thereupon the Company shall relinquish the control of such Claims and be under no further liability in connection therewith except for Defence Costs for which the Company may be responsible under this policy in respect of matters prior to the date of such payment

8. Fraud

If You or anyone acting on Your behalf:

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

We will:

- i) refuse to pay the whole of the claim; and
- ii) recover from You any sums that We have already paid in respect of the claim.

We may also notify the You if We that it will be treating the policy as having terminated with effect from the date of the earliest of any acts set out in (a – (d) above. In that event, You will:

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

9. Alteration of risk

You must notify Us prior to or immediately if, during the Period of Insurance, there is any alteration in Your ownership of the Business, or if there is any alteration

- a) in or to the Business,
- b) due to the Business being wound up or carried on by a liquidation or receiver or permanently discontinued,
- c) due to its disposal or removal
- d) in respect of which Your interest ceases except by operation of law,
- e) in respect of the risk of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any site adjoining the Premises
- f) to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by You to Us at inception, renewal or alteration of the policy, which materially increases risk of loss or Damage as Insured by this policy.

Should You be in any doubt as to whether information should be presented to Us, You must

- discuss it with Your insurer broker or adviser; or
- disclose it to Us.

Upon being notified of any such alteration, We may, at Our absolute discretion

- i) continue to provide cover under the appropriate Section on the same terms
- ii) restrict the cover provided by the Section
- iii) impose additional terms
- iv) alter the premium
- v) cancel the Section and, or the policy

If You fail to notify Us of any such alteration, We may, at Our absolute discretion;

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

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

10. Fair Presentation of the Risk

1. You must make a fair presentation of the risk to Us at inception, renewal and Alteration of the Policy.

Should You be in any doubt as to whether information should be presented to Us, You must:

- discuss it with Your insurance adviser; or
- disclose it to Us.

2. We may, at Our absolute discretion, avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is:
 - a) deliberate or reckless; or
 - b) of such other nature that, if You had made a fair presentation,

We would not have issued the Policy.

We will return the premium paid by You unless the failure to make a fair presentation is deliberate or reckless.

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

Renewal Procedure

Prior to Renewal Date each year the Company may request the Insured to complete a renewal declaration form

The renewal premium (and if applicable any adjustment of premium for the past year) will be calculated on the information provided by the Insured

Renewal will not be invited unless a satisfactory declaration is received by the Company when requested prior to Renewal Date Failure to submit a renewal declaration form prior to renewal when requested or submission of an unsatisfactory declaration will cause this policy to be lapsed from the Renewal Date

Part B – Liability Insurance

Definitions

1. Person Entitled to Indemnity shall mean

- a) the Insured
- b) the personal representatives of the Insured in respect of legal liability incurred by the Insured
- c) at the request of the Insured
 - i) any principal
 - ii) any director or partner of the Insured
 - iii) any Person Employed

against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the Claim had been made against the Insured

- iv) the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
- v) any director or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Insured each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply

2. Employee shall mean any individual under a contract of service or apprenticeship with the Insured

3. Person Employed shall mean any
 - a) Employee

- b) labour master and individuals supplied by him
- c) individual employed by labour only sub-contractors
- d) self employed individual (not being in partnership with the Insured) individual hired to or borrowed by the Insured

} while under the direct control and supervision of the Insured

- e) individual undertaking study or work experience
- f) while under the supervision of the Insured

4. Injury shall mean:

Section 1

bodily injury death disease or illness

Sections 2, 3 and 4

bodily injury death disease illness wrongful arrest or false imprisonment

5. Property shall mean material property

6. Business shall mean that which is specified in the Schedule and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include
 - a) ownership repair and maintenance of the Insured's own property

- b) provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed
- c) fire and security services maintained solely for the protection of premises owned or occupied by the Insured
- d) private work undertaken by any Person Employed for any director or partner of the Insured or Employee with the prior consent of the Insured

but in respect of Section 1 shall not include any work undertaken Offshore

7. Offshore shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform

8. Event shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

9. Insured's Contribution shall mean the amount or amounts specified in the Schedule which the Insured agrees to pay

10. Intellectual Property Rights shall mean any patent trade mark copyright registered design technical or commercial information or other intellectual property

The Insurance provided by Section 1 is on a costs inclusive basis whereby the costs and expenses of the Claimant and the costs and expenses (incurred by the Company or with the Company's written consent) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule

Section 1 – Employers' Liability

The Company will provide indemnity to any Person Entitled to Indemnity

1. against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance
 - a) in Great Britain Northern Ireland the Channel Islands or the Isle of Man or
 - b) while temporarily outside these territories arising out of and in the course of employment by the Insured in the Business
2. against legal liability for Claimant's costs and expenses in connection with 1 above

3. in respect of:
- costs of legal representation at
 - any coroner's inquest or inquiry in respect of any death
 - proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be the subject of indemnity under this Section
 - all other costs and expenses in relation to any matter which may form the subject of a Claim for indemnity under 1 above incurred with the Company's written consent

Provided that in respect of any one Event

- the total amount payable under this Section (including all Extensions and Memoranda) shall not exceed the Limit of Indemnity
- the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the Claims arising out of such Event can be settled. The Company will then relinquish control of such Claims and be under no further liability in respect thereof

Exclusions to Section 1

The indemnity will not apply to legal liability

- of whatsoever nature directly or indirectly caused by or contributed to by or arising 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 thereof where such legal liability is
 - that of any principal
 - accepted under agreement and would not have attached in the absence of such agreement
- in respect of Injury for which the Insured is required to arrange motor Insurance or security in accordance with any road traffic legislation within the European Community

Extensions to Section 1

(each of which is subject otherwise to the terms of this Policy)

1. Unsatisfied Court Judgements

In the event of a judgement for damages being obtained

- by any Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business
- against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man in any court situate in the territories specified in (b) above and
- remaining unsatisfied in whole or in part six months after the date of such judgement at the request of the Insured the Company will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- there is no appeal outstanding
- if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgement to the Company

2. Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the Company in connection with a Claim in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- | | |
|---|------|
| a) any director or partner of the Insured | £500 |
| b) any Employee | £250 |

Section 2 – Public/Products Liability

The Company will provide indemnity to any Person Entitled to Indemnity

- up to the Limit of Indemnity against legal liability for damages in respect of
 - accidental Injury of any person
 - accidental loss of or damage to Property
 - nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

happening during any Period of Insurance in connection with the Business

- against legal liability for Claimant's costs and expenses in connection with 1 above

- in respect of
 - costs of legal representation at
 - any coroner's inquest or inquiry in respect of any death
 - proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in 1 above which may be the subject of indemnity under this Section
 - all other costs and expenses in relation to any matter which may form the subject of a Claim for indemnity under 1 above incurred with the Company's written consent

Provided that in respect of

- any one Event
- all Events happening during any Period of Insurance in respect of products supplied
- all incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

The following shall apply

- the total amount payable by the Company in respect of 1 above and all Extensions and Memoranda shall not exceed the Limit of Indemnity
- the Insured's Contribution in respect of damages and Claimant's costs and expenses will be payable before the Company shall be liable to make any payment
- the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the Claims arising out of such Event can be settled. The Company will then relinquish control of such Claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment
- where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity

Exclusions to Section 2

The indemnity will not apply to legal liability

- arising from or out of the ownership possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of any
 - mechanically propelled vehicle other than legal liability arising out of
 - the use of plant as a tool of trade on site
 - the use of plant at the premises of the Insured
 - the loading or unloading of any vehicle

except where indemnity is provided by any motor Insurance contract or where Insurance or security is required by law

- aircraft or other aerial device
- aerospatial device
- hovercraft
- water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

- for bodily injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Insured in the Business
- for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured other than
 - Employees' directors' partners' or visitors' personal effects including vehicles and their contents
 - premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business
 - premises and their fixtures and fittings leased or rented to the Insured unless such legal liability
 - has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement

- arises from an agreement to maintain in force Insurance in respect of loss of or damage to such premises and their fixtures and fittings

- caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance

Provided that all pollution or contamination which arises out of one incident shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place

- in respect of loss of or damage to any
 - product supplied
 - contract work executed

} by the insured

caused by any defect therein or the unsuitability thereof for its intended purpose

- for the costs of recall removal repair alteration replacement or reinstatement of any

- product supplied
- contract work executed

} by the insured

necessitated by any defect therein or the unsuitability thereof for its intended purpose

- arising from or in connection with

- advice
- design
- design specification

} provided for a fee

- arising from or in connection with any

- product supplied by the Insured
- contract work executed

} by the insured

to the extent that such liability would have attached in the absence of such agreement

- for the costs of remedying any defect or alleged defect in premises disposed of by the Insured

- for
 - fines or penalties
 - compensation ordered or awarded by a Court of Criminal Jurisdiction
 - aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

10. of whatsoever nature directly or indirectly caused by or contributed to by or arising 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 thereof
11. arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

Extensions to Section 2

(each of which is subject otherwise to the terms of this Policy)

1. Cross Liabilities

If the Insured comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity

2. Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the Company in connection with a Claim in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- | | |
|---|------|
| a) any director or partner of the Insured | £500 |
| b) any Employee | £250 |

3. Contingent Motor Liability

Notwithstanding Exclusion 1A) the Company will provide indemnity to the Insured against legal liability arising out of the use in the course of the Business by any Employee of any mechanically propelled vehicle not the property of nor provided by the Insured

The indemnity will not apply to legal liability

- in respect of loss of or damage to such vehicle or to property conveyed therein
- arising while such vehicle is being driven by the Insured
- in respect of which the Insured is entitled to indemnity under any other Insurance
- arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

4. Overseas Personal Liability

The Company will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business

The indemnity will not apply

- to legal liability arising out of the ownership or occupation of land or buildings
- where indemnity is provided by any other Insurance

5. Data Protection Act 1998

The Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for use of computer facilities

Provided that the indemnity will not apply to legal liability in respect of any loss or damage sustained by any party to such an arrangement

The Company will also provide an indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability to pay damages and Claimant's costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998

Provided that the Insured is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1998

This Extension shall not apply in respect of

- the payments of fines or penalties
- the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Insured or any other person having regard to the nature and circumstances of such act or omission
- Claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this Extension
- legal liability where indemnity is provided by any other Insurance

Section 3 – Legal Defence Costs

The Company will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured up to the Limit of Indemnity in respect of

- legal costs and other expenses incurred with the Company's written consent
- costs awarded against the Insured or any director partner or Person Employed

In connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during any Period of Insurance in the course of the Business but only in respect of proceedings brought as stated in Parts a and b below

Part A

In respect of a breach of

- the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any Person Employed director or partner of the Insured

Part B

In respect of a breach of

- the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any person other than a Person Employed director or partner of the Insured
- Part II of the Consumer Protection Act 1987

Provided that in respect of Part A and B

- the indemnity will not apply
 - to fines or penalties of any kind
 - to compensation ordered or awarded by a Court of Criminal Jurisdiction
 - where Injury of any person or loss of or damage to Property has occurred
 - where indemnity is provided by any other Insurance
 - to proceedings consequent upon any deliberate act or omission by
 - the Insured
 - any partner or director of the Insured
 - any Employee with any specific responsibility for compliance with the legislation specified in this Section which could reasonably have been expected to constitute a breach of the legislation specified in this Section
- the indemnity will apply only where shown in the Schedule
- the Company may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at the absolute discretion of the Company the Claims arising can be settled but including any amount for which the Company may be responsible prior to the date of such payment

The Company will then relinquish control of such Claims and be under no further liability in respect thereof

- where the Company is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity

General Conditions/Claims Conditions

- Observance of the terms of this Policy relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Company except in so far as is unnecessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory Insurance of legal liability to employees
- The Insured at his own expense shall
 - take reasonable precautions to prevent any circumstances or to cease any activity which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery plant and vehicles in a sound condition
 - as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require

- The Insured shall give to the Company immediate written notice with full particulars of any Claim or circumstances which may give rise to a Claim (regardless of the Insured's Contribution) Every letter Claim writ summons and process in connection with such circumstances shall be forwarded to the Company immediately on receipt

Written notice shall also be given by the Insured to the Company immediately the Insured shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this Policy

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any

Claim or to prosecute any Claim in the name of the Insured for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim

The Insured shall give all such assistance as the Company may require

- If any part of the Premium or Renewal Premium is based on estimates provided by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record The Insured shall within one month after the expiry of each Period of Insurance provide such information as the Company may require The Premium or Renewal Premium shall then be adjusted and the difference paid by or allowed to the Insured
- Other than in respect of Extension 3 to Section 2 if at the time of any Claim there is or but for the existence of this Policy there would be any other Insurance covering the same legal liability the indemnity will not apply except in respect of any amount beyond that which would have been payable under such other Insurance had this Policy not been effected
- Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the Policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales.

7. Fair Presentation of the Risk

- You must make a fair presentation of the risk to Us at inception, renewal and Alteration of the Policy.

Should You be in any doubt as to whether information should be presented to Us, You must:

- discuss it with Your insurance adviser, or
- disclose it to Us.

- We may, at Our absolute discretion, avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is:
 - deliberate or reckless; or
 - of such other nature that, if You had made a fair presentation,

We would not have issued the Policy.

We will return the premium paid by You unless the failure to make a fair presentation is deliberate or reckless.

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

8. Alteration of Risk

You must notify Us prior to or immediately if, during the Period of Insurance if there is any alteration in Your ownership of the Business, or if there is any alteration to the detailed in the schedule or otherwise comprising the risk presentation made by You to Us at inception renewal or alteration of the policy, which materially increases the risk of loss or Damage as insured by this Policy.

This may include but is not limited to alterations:

- a) In or to the Business
- b) Due to the Business being wound up or carried on by a liquidation or receiver or permanently discontinued,
- c) Due to its disposal or removal,
- d) In respect of which Your interest ceases except by operation of law,
- e) In respect of the risk of subsidence, ground heave or landslide where any demolition, construction, ground works or excavation work is being carried out on any site adjoining the premises.

Should You be in any doubt as to whether information should be presented to Us, You must

- discuss it with Your insurance broker or adviser; or
- disclose it to Us.

Upon being notified of any such alteration, We may, at Our absolute discretion

- i) continue to provide cover under the appropriate Section on the same terms
- ii) restrict the cover provided by the Section
- iii) impose additional terms
- iv) alter the premium
- v) cancel the Section and, or the policy

If You fail to notify Us of any such alteration, We may, at Our absolute discretion;

- i) treat the appropriate Section and the policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired Period of Insurance, if We would have canceled the Section and the policy had We known of the increase in risk

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

9. 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

Complaints Procedure

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Our complaints process

Initially, contact us to raise your concern with Towergate Insurance
In writing to:

The Trading Director
Towergate Insurance
Kings Court
London Road
Stevenage
Hertfordshire
SG1 2GA

Tel: 01438 739731
Fax: 01438 747465
Email: caredivision@towergate.co.uk

If your complaint is against AXA alone, we will pass your complaint to their nominated contact within 24 hours. This will also happen if we believe that we cannot resolve your complaint without the involvement of AXA or there is any query relating to the complaint.

The complaints procedure of AXA will then apply.

If your complaint is not resolved or you are not happy with the response and course of action proposed by AXA, you can progress your complaint to their Head Office, who will carry out a separate investigation on behalf of the Chief Executive.

AXA Insurance Commercial complaints AXA House
4 Parklands
Lostock
Bolton
BL6 4SD

Tel: 01473 205926
Fax: 01473 205101
E Mail: customer-care@axa-insurance.co.uk

Timescales

We will acknowledge your complaint within 5 business days of it having been received by us and we will issue you with our final decision letter within 8 weeks.

What to do if you are still not satisfied

If you are still not satisfied Towergate Underwriting Group Limited and AXA Insurance UK plc are authorised and regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service, and you may be able to refer your complaint to them.

However, the Financial Ombudsman Service will not adjudicate on any cases where legal action has commenced or where a final decision has not been issued.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567
Email: enquiries@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. For your protection, telephone calls may be recorded or monitored.

AXA Insurance UK plc are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Claims Handling Process

Guidance when making a claim

Claims Notification

Conditions that apply to the policy and in the event of a claim are set out in your policy booklet. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements.

Direction of claim notification are included under claims conditions. Please be aware that events that may rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required.

Further guidance is contained in the policy booklet.

Claims conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone number
- Personal details if necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Name and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipt, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair.

Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claims, to inspect the damage, or to undertake further investigations.

Preferred suppliers

We take pride in the claims service we offer to our customers. Our philosophy is to repair lost or Damaged property, where we consider it appropriate, and we have developed a network of Contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay our Customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

Claims Handling Contact Details

Towergate Insurance
Kings Court
London Road
Stevenage
Hertfordshire
SG1 2GA

Tel: 01438 739731
Fax: 01438 747 465



Towergate Insurance

Kings Court, London Road, Stevenage, Herts SG1 2GA

Tel: **01438 739739** Fax: **01438 747465**

Email: **caresdivision@towergate.co.uk**

Website: **www.towergateinsurance.co.uk**

Towergate Insurance is a trading name of Towergate Underwriting Group Limited
Registered Office: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN.
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This can be checked on the FCA's register by visiting the FCA's [website at www.fca.org.uk/register](http://www.fca.org.uk/register)
or by contacting them on 0800 111 6768

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