tide

Professional Indemnity
Public Liability
Employers' Liability

Insurance Policy Wording

Tide Insurance Services Limited, 4th Floor, The Featherstone Building, 66 City Road, London EC1Y 2AL, is authorised and regulated by the Financial Conduct Authority (FRN 1040067). We act as an agent of Able Insurance Services Limited (FRN 311649), trading as Admiral Business. The insurance is underwritten by Admiral Insurance (Gibraltar) Limited. You can check our details on the Financial Services Register at https://register.fca.org.uk.

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General Information

Welcome to **Your Tide** Business Insurance **Policy**.

This '**Policy Wording**', gives an oversight to the sections that will follow and will vary depending on the covers **You** select.

Parties involved in this Policy Wording

Tide

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Insurer/We/Us/Our

Able Insurance Services Limited t/a Admiral Business underwrite Tide Business Insurance and handle all claims made against a Tide Business Insurance policy.

You/Your/Policyholder/Insured

1. The person or entity shown on the '**Policy Schedule**' as 'name of insured'; and

2. Anyone else within the definition of '**You/Your**' in any section of the **Policy**, for the purposes of that section only.

Our agreement with You

Thank **You** for choosing **Tide** Business Insurance to protect **Your** business. In return for **You** paying the appropriate premium and complying with the terms and conditions of the **Policy** and **Your** Tide Membership and Product Terms, **We** agree to cover **You** in accordance with the terms of the **Policy**.

Some things to know about Your Policy

Your Policy is made up of:

1. General Terms and Conditions (within this document) that detail the contractual insurance relationship between **You** and **Us**.

2. A '**Policy Schedule**', which is where **You** will find the active sections of the **Policy** that **You** have purchased along with the limits of **Our** cover and any excess or endorsements that detail specific changes to the standard terms of the **Policy** that are specific to **Your** cover.

3. A '**Policy Wording**' (this document) that will give **You** a greater understanding of the cover that **You** have bought and will also include some general limits and excess.

4. '**Statement of Fact**'.

   These documents (whether physical or electronic) form the contract between **You** and **Us**. Please keep them in a safe place.

5. Your Tide Membership and Product Terms that form the contract between **You** and **Tide** for your Tide Membership and the insurance intermediary service offered by **Tide** via the Tide Platform.

Definitions

The following definitions apply to all claims under the **Policy**, in addition to the specific terms and conditions in each section of the **Policy**.

Asbestos

1. Crocidolite, amosite, chrysolite, fibrous actinolite, fibrous anthophyllite, fibrous tremolite or any mixture containing any of these materials;

2. Fibres or particles of any material in 1. above; or

3. Any material containing anything in 1. or 2. Above.

Bodily Injury

Death, physical injury, illness, disease, or mental injury.

Business

The activities of the business shown in the **Schedule**.

Computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or backup facility.

Cyber Loss

Any loss, damage, liability, claim, cost, or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing, or remediating any Cyber Act or Cyber Incident.

Cyber Act

An unauthorised, criminal, or malicious act or series of related unauthorised, criminal or malicious acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of, or operation of any Computer System.

Cyber Incident

1. Any error or omission or series of errors or omissions involving access to, processing of, use of or operation of any Computer System; or

2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Damage/Damaged

Physical loss, damage, or destruction.

Data

Information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Employee

Anyone who is, or was at the time of any act, incident, or event, under a contract of service or apprenticeship with You, whilst working under Your direct control and supervision in the course of the Business.

Endorsement

Any agreed alteration to the terms of the **Policy**, shown on the **Schedule**.

Excess

The amount shown on the **Schedule** as the 'Excess'. This is the amount **You** must bear for the corresponding claim.

Period of Insurance

The time period shown on the **Schedule** as the 'Period of Insurance'

Policy

This **Policy** of insurance, including the **Schedule** and any Endorsements.

Pollution

Pollution or contamination of buildings, other structures, land, water, or the air by any electronic, solid, liquid, gaseous or thermal irritant or contaminant. This includes any electromagnetic fields, noise, radio waves, smoke, vapour, water-borne disease, soot, fumes, acids, alkalis, chemicals, and waste.

Premises

The address or addresses shown on the **Schedule** that **You** supplied to **Us** as the address where **You** run **Your** business from.

Property

Physical **Property**. **Property** does not include data held on any computer system or media.

Schedule

The **Schedule** accompanying this **Policy** document, which specifies the details of the cover, excess and limits of the **Policy**.

Territorial Limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man or the territories defined as 'Territorial Limits' in any section of the **Policy**, for the purposes of that section only.

Terrorism

1. For England, Scotland and Wales, the acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of His Majesty's Government in the United Kingdom or any other government de jure or de facto.

2. For Northern Ireland, an act including but not limited to the actual or threatened use of force or violence of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological, or similar purposes. This includes the intention to influence any government or put the public or any section of the public in fear.

3. For the Channel Islands and the Isle of Man, an act of any person acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence any government de jure or de facto.

Virus

Any code, instructions, software, or program which contains unauthorised, criminal, or malicious instructions to initiate an event on the infected computer system causing modification or unavailability of, or damage to, data, memory or media.

War

1. War, invasion, acts of foreign enemies, hostilities, or warlike operations (whether or not war is declared); or

2. civil war, mutiny, civil commotion amounting a popular uprising or military rising; or

3. insurrection, rebellion, revolution or military or usurped power.

General Conditions

The following conditions apply to all claims and losses under the **Policy**.

Presentation of the risk

1. Before any cover under this **Policy** can start, renewed or whenever changes are made to it, **You** must provide **Us** with a 'fair presentation of the risk' to be insured. The presentation must:

1.a) Include all material facts which are known, or ought to be known, by **You**, **Your** senior management or anyone arranging the **Policy** on **Your** behalf;

1.b) be made following a reasonable search; and

1.c) be reasonably clear and accessible.

This is the information that **Tide** have taken from **You** during the quotation process and any subsequent communication that **Tide** had where **they** have needed to clarify points, either on the phone, in their application chat or via emails.

Failure when presenting the risk which is deliberate or reckless

2. If **You** deliberately or recklessly fail to comply with the obligation under General Condition 1. above, **We** can void the **Policy**. **We** will be entitled to:

2.a) Refuse to cover any claim under the **Policy** and treat it as if it never came into existence;

2.b) Require You to repay all payments already made by **Us** under the **Policy**; and

2.c) Keep any premium payments **You** have made.

Failure When presenting the risk which is neither deliberate nor reckless

3. If **You** fail to comply with the obligation under General Condition 1. above, but the failure was neither deliberate nor reckless, **Our** rights will depend upon what would have happened if **You** had provided a fair presentation.

If **We** would have:

3.a) Refused to insure You, **We** can void the **Policy**. This means **We** will have the rights under 2. 2.a. and 2.b. above, although **Tide** will return any premium payments **You** have made;

3.b) Insured You, but the terms of the **Policy** would have been different, the **Policy** will remain in force as if those alternative terms had applied since the start of the Period ofInsurance. This does not apply to anything that only affects the premium; or

3.c) Insured You, but charged a higher premium, the amount **We** pay for any claim under the **Policy** will be proportionately reduced or **We** will require any additional premium to be paid by **You** prior to settling the claim, by reference to the difference between the premium charged and the premium **We** would have charged if **You** had provided a fair presentation

We will apply the following calculation to any proportionate reduction:

(Premium **We** would have charged, minus actual premium charged) X amount of the claim. Please note that both b. and c. above can apply at the same time.

Change of risk

4. If during the Period of Insurance there are any material changes or additions to the information contained in the presentation of the risk, **You** must let **Tide** know as soon as possible. **Tide** may:

4.a) Confirm the **Policy** remains in force with no changes;

4.b) Change the terms of the **Policy**, including the premium and any Excess; or

4.c) Cancel the **Policy** with effect from the date of the material changes or additions if the new information that **You** have provided to **them** means that **We** would not offer an insurance quote. **We** do not cover any changes to the Business unless **You** have told **Us** about them and **We** have agreed to provide cover.

Precautions

5. **You** must at **Your** expense:

5.a) Take all reasonable precautions to prevent or minimise the likelihood of any act,incident or event that could lead to a claim under this **Policy**;

5.b) Ensure that all **Property** covered under the **Policy** is maintained in a good state of repair;

5.c) Exercise reasonable care in the selection of **Employees** and give them adequate

5.d) resources and training to maintain a sufficient level of competence to fulfil their duties;

5.e) Comply with all relevant legal requirements, manufacturers'

5.f) recommendations and other regulations relating to the use, inspection, and safety of **Property** and people;

5.g) Take all reasonable precautions to prevent unauthorised use of or access to **Your** records, Computer System and website; and

5.h) Ensure all Data is backed up.

We do not cover any claim, loss or liability arising while **You** are not in full compliance with these conditions. However, **We** will still cover **You** if **You** can prove that **Your** failure could not have increased the risk of the claim or loss arising.

Premium payment

6. **We** will not make any payment under the **Policy** unless all due premium payments or installments have been paid.

Cancellation by You

7. **You** can cancel this **Policy** at any time. Upon cancellation, You will be covered until the end of the pre-paid cover month, provided **You** have not made a claim under the **Policy**. For example, if your cover month starts on the 3rd of each month and you cancel your policy on the 15th of a month, you will be covered until the 2nd at 11.59pm of the following month.

Cancellation by us or Tide

8. **We** can cancel the **Policy** at any time by giving **You** 30 days' notice in writing or by email. Where **You** have failed to pay **Your** premium, or any instalment of the premium, this period is reduced to 7 days. If **You** pay by instalments and **You** fail to pay after the 7 days' notice period, cancellation will take effect from the date the end of the cover month you have paid for and **You** will have no cover under this **Policy** for the period after that date.

   Closure of your Tide Business Account or termination of your Tide Business Account and/or Bank Account Terms will cancel the **Policy** at the end of the pre-paid cover month in which you cancelled your Tide Business Account. For example, if your cover month starts on the 3rd of each month and you close your Tide Business Account on the 15th of a month, you will be covered under the **Policy** until the 2nd at 11:59pm of the following month.

   Cancellation or termination of your Tide Membership Terms and Conditions will automatically cancel the **Policy** with immediate effect and you will have no cover under this **Policy** from that date.

Rights of third parties

9. Save as provided by this **Policy** and with the exclusion of Tide, no one who is not a party to the **Policy** has any right to enforce its terms under the Contracts (Rights of Third Parties) Act 1999, which would not exist other than under the Act.

Interests of third parties

10. Where **You** are required under any mortgage, lease, hire or hire purchase agreement to include the interest of any third party under this **Policy**, **We** will note the interest of such third party provided **You** tell **Tide** about their interest as soon as possible.

Governing law and jurisdiction

11. Unless agreed otherwise in writing:

11.a) The **Policy** will be governed by the laws; and

11.b) All disputes relating to the **Policy** shall be submitted to the exclusive jurisdiction of the courts of the country within the Territorial Limits where **You** are based.

Excess for claims under more than one section

12. If any single act, incident or event gives rise to cover under more than one section of the **Policy**, **You** will only be liable to pay for one **Excess**, being the highest that applies. **We** can deduct the excess from any claims payment.

Compulsory insurance

13. If the Employers' Liability section is shown as insured in the **Schedule**, these General Conditions apply subject to the laws and regulations relating to the compulsory insurance of liability to **Employees** in the country within the Territorial Limits where **You** are based. **You** must repay to **Us** any amounts **We** are required by such legislation to pay in respect of any claim which We would not otherwise have had to pay as a result of a breach of any of these General Conditions.

Arbitration

14. If there is a dispute between **You** and **Us** as to the amount to be paid if there is a claim (where **We** agree the claim is covered), the dispute will be referred to a single arbitrator, who shall be appointed in accordance with the relevant statutory provisions in place at the time. **You** cannot commence legal proceedings against **Us** unless an arbitrator has been appointed and has made an award in accordance with this condition.

What We Do Not Cover

The following exclusions apply to all claims and losses under the **Policy**, except for claims and losses under the Employers Liability section if shown as insured in the **Schedule**. **We** do not cover any claim, loss or liability:

War

1. Directly or indirectly due to War, including any action taken by a government as a direct consequence of War.

Commotion in Northern Ireland

2. Directly or indirectly due to civil commotion in Northern Ireland.

Sonic bangs

3. Directly or indirectly due to pressure waves caused by aircraft or other airborne devices travelling at sonic or supersonic speeds.

Irradiation or contamination by nuclear material

4. Directly or indirectly due to:

4.a) Ionising radiation or contamination by radioactivity from any:

i. Nuclear fuel or from the combustion of nuclear fuel; or

ii. Nuclear waste; or

4.b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly. Documents or business records (including those stored electronically).

Asbestos

5. Directly or indirectly due to Asbestos.

Prior circumstances

6. That has been, or should have been, notified under any other insurance in place before the start of the Period of Insurance.

Virus or hacking

7. Directly or indirectly due to any Virus or hacking. However, this does not apply to any otherwise covered loss, which is caused directly by:

7.a) Fire, lightning or explosion;

7.b) Aircraft, aerial devices or anything dropped from them;

7.c) Riot, civil commotion, strikers, locked-out workers or anyone taking part in 7.d. a labour disturbance;

7.d) Earthquake;

7.e) Storm, flood or escape of water from any tank, apparatus or pipe; 7.g. Impact from any motor vehicle or anything falling from them;

7.f) Animals; or

7.g) Theft, attempted theft or acts of malicious persons involving physical force or violence

Cyber liability

8. Directly or indirectly due to any **Cyber** Loss or any business activity via:

8.a) The internet

8.b) **Your** own website, internet site or web address; or

8.c) The transmission of e-mail, or documents by electronic means.

Electronic risks

9. Directly or indirectly arising from:

9.a) Damage to, unavailability of, or loss of Data. This includes:

i. Damage to, or loss or corruption of, Data;

ii. Unauthorised processing, storage, retention, exfiltration, appropriation, use or modification of, or access to, Data;

iii. Unauthorised disclosure or transmission of Data to any third party; d. Damage or loss arising from the misinterpretation or misuse of Data; or e. Damage or loss arising from any operator error in relation to Data; or

9.b) due to:

i. The transmission of a Virus;

ii. Unauthorised access to a Computer System;

iii. Interruption of, or interference with, any means of communication used in the conduct of Your Business, including any reduction in the performance of any website;

iv. The complete or partial failure or inability to perform or function of a Computer System; or

Other insurance

10. That would be covered under any other insurance if this **Policy** did not exist. This does not apply to any amount over the amount that would have been payable under the other insurance if this **Policy** did not exist.

Confiscation

11. Directly or indirectly due to the confiscation, nationalisation, requisition or destruction of any **Property** by or under the order of any government or public authority.

Dishonesty

12. Directly or indirectly due to any dishonest, deliberate or malicious act by **You** or any **Employee**.

Hazardous Locations

13. Directly or indirectly due to work at, or in relation to:

13.a) Power stations or nuclear establishments;

13.b) Oil, gas or chemical refineries, bulk storage facilities or production premises;

13.c) Aircraft;

13.d) Watercraft;

13.e) Railways or airports;

13.f) Underground or underwater locations, piling work or water diversion;

13.g) The use of explosives;

13.h) Construction work on towers, steeples, chimneys, shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs;

13.i) The erection or repair of buildings or structures more than 10 metres in height; or

13.j) Excavation work more than 1 metre in depth, unless disclosed to and accepted by **Us** before the start of the **Policy**.

13.k) Hospitals and other medical facilities

Claims Conditions – What You Must Do

If **You** need to make a claim under the **Policy**, the following **Claims Conditions** apply, except for claims under the Employers Liability section if shown as insured in the **Schedule**.

Notification

1. **You** must give **Us** notice as soon as possible:

1.a) and in any event within 14 days of any claim against **You** or anything that is likely to lead to a claim against **You**; or

2. of any other act, incident or event that could lead to a claim under the **Policy**. If **You** do not, **We** will not cover the claim.

2.a) When providing **Your** notification, please use the following contact details:

Admiral Business
Tel: 0203 808 7099
Email: claims@admiralbusiness.com

Informing the Police

3. You must notify the Police immediately in the event of any claim under the Policy arising from:

3.a) Vandalism;

3.b) Theft or attempted theft; or

3.c) Loss of money.

If **You** do not, **We** will not cover any claim connected to the incident.

Information

4. **You** must let **Us** have at **Your** expense, any information and assistance that **We** reasonably require in relation to any claim under the **Policy**.

No admissions

5. In respect of any claim against **You**, **We** will not **make** any payment if **You** make any admission of liability, payment, offer of settlement or incur any costs or expenses without **Our** prior written agreement.

Recoveries

6. **You** must give **Us** all information and assistance **We** reasonably require to pursue a recovery against any third party of any payment **We** have made under the **Policy**. **We** will not exercise any right of recovery against **Your** partners, directors, executive officers or **Employees**, unless the claim or loss arose as a result of, or was contributed to by, that person's dishonest, malicious, fraudulent or criminal act or omission.

Defence of claims

7. For any claim against **You** that is covered under the **Policy**, **We** have the right to

7.a) Conduct the defence of the claim;

7.b) Instruct legal advisors or other suitable experts; and

7.c) Agree a settlement of the claim.

Maximum payment

8. The most **We** will pay for any claim under the **Policy** is the amount of cover shown in that section or sum insured shown on the **Schedule**. **We** can pay **You** such a maximum amount (or the balance after any previous payments have been taken into account) at any time. If **We** make such a payment, **We** will have no further involvement in that claim or loss, including in the defence of any claim.

Value Added Tax

9. Where **You** are accountable to tax authorities for any Value Added Tax (VAT), any payment **We** make under this **Policy** will not include such tax.

Non-compliance with conditions

10. Unless a more specific solution is set out, if **You** fail to comply with any condition within this **Policy**, **We** will reduce the amount **We** pay to

reflect the extent to which the loss or damage has increased as a result of **Your** failure to comply with the condition.

Legal representative appointed by us

11. Neither **You** or **Us** will be required to contest any legal proceedings unless a legal representative appointed by **Us** advises that taking such action has a reasonable prospect of success, taking into consideration the economics of the matter, the damages and costs which are likely to be recovered by the claimant, the likely costs and the prospects of **You** successfully defending the claim.

Fraudulent claims

12. If **You** or someone acting on **Your** behalf makes a fraudulent or exaggerated claim, **We** will:

12.a) Not cover that claim, loss or liability;

12.b) Serve notice to terminate the **Policy** with effect from the date of the fraudulent or dishonest act;

12.c) Require **You** to repay any payments already made in relation to:

i. the fraudulent or exaggerated claim; or

ii. any claim made after the date of the fraudulent or exaggerated claim; and

12.d) Keep all premium payments.

Section A Professional Indemnity

1. About Your Policy

Your policy is a contract of insurance between **you** and **us** and **you** have a legal duty to make a fair presentation of the risk to **us** (see General Condition 7.8 in Section 7).

In return for **you** having paid or agreed to pay the premium, **we** will cover **you** subject to the terms of **your policy**.

This is a **claims** made policy, which means that for cover to apply, you must notify us of **claims** or **circumstances** in accordance with the **Claims** Procedure Section in this **policy** (see Section 5). In this **policy, we** use definitions and headings. The definitions are in **bold print** and explain the meaning of particular words. You can find definitions in Section 8.

2. Making a Claim

If an incident results in a **claim** or may result in a **claim**, please refer to the **Claims** Procedure in Section 5. For all **claims,** please contact **us** by:

Telephone – 02038088533

Or **Email** - claims@admiralbusiness.com

3. Professional Liability

3.1 Professional Liability cover (Civil Liability)

We agree to indemnify **you** for liability imposed by law to pay damages and **defence costs** relating to any **claim** first made against **you** during the **period of insurance** and notified to **us** during the **period of insurance** for performance of **professional services**, and where the **claim** arises out of any actual or alleged:

3.1.1 Breach by **you** of professional duty, negligent act, negligent error, negligent omission, negligent misstatement or negligent misrepresentation.

3.1.2 Infringement by **you** of intellectual property rights including a breach of a hold harmless, or indemnity agreement specified in a written contract for the supply of **professional services**.

3.2 Limit of Indemnity

Our liability under this **policy** in respect of any one **claim** shall not exceed the amount stated as the **limit of indemnity** in the **schedule**, excluding **defence costs** unless **defence costs** are expressly stated in any clause as included within the **limit of indemnity**.

3.3. Policy Extensions

3.3.1 Court attendance costs. **We** will pay **you** compensation in the event that the legal advisers acting on **your** behalf require any **insured**, any **employee** or any other relevant party (not including expert witnesses), to attend court or any arbitration or adjudication hearing as a witness of fact in connection with a covered **claim** made against **you**, and you first seek **our** prior written consent, at the following rates for each day or part thereof on which attendance is required:

a) Any principal partner, member or director of the insured £250.

b) Any employee £150.

c) Other relevant parties up to £150.

Provided that the amount **we** shall pay under this Court attendance costs clause shall not exceed the sub-limit of indemnity of £5,000 in the aggregate for the **period of insurance**.

3.3.2 Loss of **documents** or **data. We** will cover **you** for any **claim** and associated **defence costs** that arise from the conduct of **your professional services**, where the **claim** is first made against **you** during the **period of insurance** and notified to **us** during the **period of insurance**, arising from the destruction, erasure, loss or damage of any **documents** or **data**.

We will pay reasonable costs and expenses for replacing or restoring **your** own **documents** or **data** that have been destroyed, erased, lost, or damaged in the conduct of **your** professional services provided that the destruction, loss or damage is discovered by **you** and notified to **us** during the **period of insurance**.

The amount **we** shall pay under this Loss of **documents** or **data** clause shall not exceed the sub-limit of indemnity of £10,000 in the aggregate for the **period of insurance** and this is subject to an **excess** of £500 which will apply to each and every **claim** or loss covered under this clause.

4. Limits & Exclusions

This **policy** does not cover the amount of the **excess** stated in the **schedule** or any actual or alleged **claim**, liability, loss, expense or **defence costs** directly or indirectly arising out of, resulting from, or in consequence of, or in any way involving:

Asbestos

Asbestos or any materials containing asbestos in whatever form or quantity.

Associated company

any **claim** brought or maintained by or on behalf of:

a) You or any parent or any **subsidiary company**; or

b) Any firm, partnership or entity in which you or any director or partner of yours has a financial or executive interest; or

c) Any person who, at the time of the act, error or omission giving rise to the **claim**, is a family member unless such a person is acting without any prior or indirect solicitation or co-operation of yours (for the purposes of this clause, family member means any spouse, domestic partner, parent, parent of a spouse or domestic partner, sibling or child);

provided that this exclusion shall not apply to any such **claim** originating from an independent third party.

Assumed duty or obligation

Any liability, duty or obligation incurred or assumed by **you** which is not incurred or assumed in the normal conduct of **your business**.

Bodily injury

Any **bodily injury**.

Collateral warranties

a) Your acceptance of an express obligation, or an express guarantee you provide, of fitness for purpose.

b) Any express guarantee **you** give including any relating to the period or completion date (including the completion in part) of a project.

c) Any express penalty contained in a contract between you and another party. d) Any express acceptance you give of liability for liquidated damages. e) Any agreement to provide service credits or vouchers.

Cladding & Fire Combustibility

The combustibility or fire safety of any external cladding or façade **product**, or any external wall system. This includes any associated core, filler or insulation material.

Contractual Liability

Any breach of contract, including but not limited to breach of any express warranty or guarantee, except that this exclusion shall not apply to any liability which **you** would have incurred in the absence of such contract, warranty or guarantee.

Cyber & Electronic Data

Any:

a) **Cyber act** or **cyber incident** including but not limited to any action taken in controlling, preventing, suppressing, or remediating any **cyber act** or **cyber incident**.

b) Breach or alleged breach of **data protection law**.

Deliberate acts and omissions exclusion

Any deliberate, spiteful or reckless act, error or omission **you** commit, condone or ignore.

Directors and Officers liability

Any actual or alleged breach of duty made against **you** or **your** directors, officers, or trustees for breach of their duties.

Employment exclusion

Any kind of employment related dispute or any kind of defamation, discrimination, harassment or unfair treatment relating to any current, former or prospective **employees**.

Financial services

Any Regulated Activities as defined in the Financial Services and Markets Act 2000 as amended from time to time or any insurance mediation activities which are authorised and regulated by the Financial Conduct Authority or Prudential Regulatory Authority or their predecessor or successor.

Fines and penalties exclusion

a) Any fines, penalties, punitive, multiple, aggravated or **exemplary** damages where these can be identified separately within any award of a Court or tribunal;

b) Any compensation ordered or awarded by any court of criminal jurisdiction.

Gaming, gambling or lotteries

Any claim, liability, loss or defence costs directly or indirectly due to your use or provision of any gaming, gambling or lotteries.

Insolvency

Your actual, alleged, suspected or impending insolvency.

Legislation and regulation

Your actual, alleged, suspected or impending breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.

Negotiable paper

Any loss, damage or destruction of currency, cryptocurrency, bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.

North America

Any proceedings (including court, arbitration or regulatory proceedings), judgment, award, payment, **defence costs** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or any order made anywhere in the world to enforce such judgment, award, payment, **defence costs** or settlement either in whole or in part).

Other insurance

Any **claim**, liability, loss or **defence costs** where **you** are or would be entitled to indemnity under any other policy if this **policy** did not exist, except in respect of any **excess** beyond the amount which would have been payable under such policy had this **policy** not been effected.

Pension, benefit, trust fund management

Your operation or administration of any pension or **employee** benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or **your** breach of any legalisation or regulation related to these activities.

Previous claims

Any **claim** or any **circumstance** that has been notified or should have been notified under any other policy before the start of this **policy** or that **you** were aware of or should have been aware of before the start of this **policy**.

Pollution

Any:

c) **Bodily injury**, loss of or damage to, or loss of use of, property directly or indirectly caused by seepage, pollution or contamination.

d) Cost of removing, nullifying or cleaning-up, seeping, polluting or contaminating substances.

Products liability

Goods or products, sold, supplied, recalled, repaired, altered, treated, manufactured, constructed, installed, or maintained by **you** or by any **employee**, consultant, sub contractor or agent of **yours**.

Property Damage

Any loss of or damage to property unless directly arising from a breach of duty through a negligent act, error or omission by **you** in the course of **your business**.

Radioactive contamination

Ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Retroactive date

Any act, error or omission committed, or alleged to have been committed, prior to the inception date, during which time Professional Indemnity Insurance must have been consistently maintained.

Territorial limits

An act committed or omission occurring outside the **territorial limits**.

Trading losses

a) **Your lost** profit, mark-up or liability for VAT or its equivalent;

b) **Your** trading loss or trading liability including those arising from the loss of any **client**, account or **business**;

c) **Your** decision to notify individuals or procure credit monitoring services following any form of **data** breach.

Utility provider

Any claim, liability, loss or defence costs directly or indirectly due to the failure of the service provided by an internet service or telecommunications provider or other utility provided, other than any services you provide as part of your Professional services.

Vehicles or buildings

a) The ownership, possession or use by or on **your** behalf of any aircraft, watercraft or mechanically **propelled** vehicle

b) The ownership or possession by or on **your** behalf of any buildings, structures, premises, land or property (mobile or immobile) or that part of any building **you** lease, occupy or rent.

Virus or similar mechanism

Any **virus or similar mechanism**.

War and terrorism

War or **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the **claim**.

Additional exclusion – actions taken

These exclusions also exclude any actual or alleged **claim**, liability, loss, expense, or **defence costs** directly or indirectly arising out of, resulting from, or in consequence of, or in any way involving**,** any action taken in controlling, preventing, minimising, mitigating or suppressing, or in any way relating to any **claim,** liability, loss, expense or **defence costs** referred to in the Limits & Exclusions set out above.

5. Claims Procedure

The due observance and fulfilment of the provisions of the '**Claim** notification' and '**Claims** conditions' clauses under this section are a condition precedent to **our** liability for any **claim** under this **policy**.

5.1 Claim notification:

5.1.1 **You** must give notice in writing or by an email address agreed by **us**, to **us**:

a) As soon as reasonably practical of any **claim**, but in any **event** not later than thirty (30) days from receipt of any **claim** or any notice of an intention to make a **claim** and in any event within the **period of insurance**;

b) as soon as reasonably practical of any **circumstance**, but in any event within the **period of insurance**;

c) within two (2) working days, but in any event within the **period of insurance**, of receipt of any notice of intention to adjudicate, notice of adjudication, referral notice or any adjudication notice pursuant to contract, with all related **documents** or **data**. Provided always that such written notice is given to **us** during the same **period of insurance** or (if **you** renew this **policy** with **us**) within seven (7) days after its expiry.

5.1.2 **We** agree that any **circumstance** notified to **us** during the **period of insurance,** which results in

a **claim** after the expiry of the **period of insurance**, will be deemed to be a **claim** first made during the **period of insurance**.

5.1.3 **You** may contact **us** using the information set out under 'Making a **claim**'.

6. Claims Conditions

6.1.1 On the happening of any event which may give rise to a **claim you** must:

a) Give all information and assistance **we** may require and forward all **documents** and **data**, to enable **us** to investigate, settle or resist any **claim** as **we** may require;

b) Not make or allow to be made on **your** behalf any admission offer promise payment of indemnity without **our** written consent;

c) Take all practicable steps to recover property lost and otherwise minimise the **claim**;

d) Not incur any expense without the consent of **us** except at the **insured's** own cost; and

e) Within thirty (30) days or such further time as **we** may allow in writing deliver to **us** a written **claim** providing at **your** own expense all details proofs and information regarding the cause and amount of damage as **we** may reasonably require together with details of any other insurances on any property or liability covered by this **policy** and (if demanded) a statutory declaration of the truth of the **claim** and or any related **matters**;

f) Not destroy evidence, supporting information, **documents** or **data** without **our** prior consent; nor destroy any plant or other property relating to an occurrence, loss or proceeding that may give rise to a **claim** under this **policy**.

6.1.2 In respect of any event which may give rise to legal or regulatory proceedings or arbitration, **you** must:

a) Immediately forward to **us** every letter, **claim**, writ, summons and process immediately upon receipt without acknowledgement;

b) Advise **us** in writing immediately **you** have knowledge of any pending prosecution inquest fatal accident or ministry inquiry;

c) Co-operate with **us** or **our** appointed agents to allow them to comply with such relevant practice directions and pre-action protocols as may be issued and approved from time to time by the Head of Civil Justice or their equivalent.

6.2 All loss, liability, expenses, and costs resulting from:

a) One and the same act error or omission; or

b) A series of acts, errors or omissions arising out of or attributable to the same originating cause, source or event; or

c) The acts, errors or omissions of one person or persons acting together or in which such person or persons is/are concerned or implicated shall jointly constitute one **claim** under this **policy**, and only one **excess** shall be applicable in respect of such **claim**.

6.3 Disputed defence or appeal:

If any dispute arises between **you** and **us** as to whether a **claim** should be defended or an appeal made, such dispute will be referred to a Queen's Counsel to be mutually agreed between the parties (or in default of agreement to be nominated by the Chairman of the Bar Council) whose decision will be final.

6.4 Separate representation

In the event of conflict between any persons falling within the definition of **insured,** separate representation will be arranged for each party. The cost of such legal opinion shall be regarded as part of the **defence costs**.

6.5 Our rights

6.5.1 **Claims** will be defended and settled by **us** or such parties as **we** in **our** absolute discretion may determine.

6.5.2 We shall only be liable to pay **defence costs** to which **we** have given **our** prior written consent, such consent not to be unreasonably withheld.

6.5.3 **We** will be under no obligation to investigate any potential **claim** or to undertake the conduct of any proceedings in connection with such **claim** and will be at liberty in all cases to leave the conduct of such proceedings wholly to **you**, upon such conditions as regards the payment of costs and with

such liberty to bind **us** by compromise as **we** may in **our** absolute discretion determine.

6.5.4 **We** may at any time pay the **limit of indemnity** (after deduction of any sums already paid) or such lesser sum for which the **claim** can be settled and will relinquish the conduct and control of the **claim** and be under no further liability, except (where payable under the relevant clause) for payment of **defence costs** incurred prior to the date of payment.

6.6 Recoveries

Recoveries (except from insurance, reinsurance, sureties or indemnity), will be allocated in the following order:

6.6.1 First, any costs and expenses reasonably and necessarily incurred in relation to the recovery will be reimbursed;

6.6.2 Second, **you** will be reimbursed for any loss or costs exceeding the **limit of indemnity** specified in the **schedule**;

6.6.3 Third, **we** will be reimbursed for any settlement made; and

6.6.4 Lastly, **you** will be reimbursed for loss or costs in respect of the **excess** specified in the **schedule**.

6.7 Subrogation

6.7.1 For each and every **claim you** and any person acting on **your** behalf must not waive any rights of recourse or recovery against any other person relating to an occurrence, loss or suit that may give rise to a **claim** under this **policy** and must assist **us** in all respects in exercising such rights if requested to do so.

6.7.2 **We** agree not to exercise such rights against **your** principal, partner, director or **employee** unless the **claim** or loss is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of that principal, partner, director or **employee**.

7. General Conditions

7.1 Applicable law and jurisdiction

Unless it is agreed otherwise and specified in the **schedule**, the law that applies to this contract is the law of that part of the **United Kingdom** where the head office (or if there is no head office, the principal place of **business**) of the **insured** is located.

It is agreed that any legal proceedings between the **insured** and the **insurer** in connection with this contract will only take place in the courts of that part of the **United Kingdom** where the head office of the **insured** is located (or if there is no head office, the principal place of **business**), and they are subject to the exclusive jurisdiction of that court.

7.2 Assignment

Assignment of interest under this **policy** will not bind **us** unless and until **we** confirm **our** consent to such assignment in writing.

7.3 Cancellation

This **policy** may be cancelled either by **you** or **us or Tide**.

7.4 Our Rights

The **policy** may be cancelled by **us** at any time by giving **you** twenty-one (21) days written notice of cancellation by recorded delivery to **your** last known address. **We** will set out the reason for cancellation in **our** letter.

Closure of your Tide Business Account or termination of your Tide Business Account and/or Bank Account Terms will cancel the **Policy** at the end of the pre-paid cover month in which you cancelled your Tide Business Account. For example, if your cover month starts on the 3rd of each month and you close your Tide Business Account on the 15th of a month, you will be covered under the **Policy** until the 2nd at 11:59pm of the following month.

Cancellation or termination of your Tide Membership Terms and Conditions will automatically cancel the **Policy** with immediate effect and you will have no cover under this **Policy** from that date.

This termination will be without prejudice to **your** or **our** rights or **claims** incurred prior to the expiration of such notice. If a **claim** has been submitted or there has been any incident likely to give rise to a **claim** during the current **period of insurance**, no refund for the unexpired portion of the premium will be given.

7.5 Prior Approval

Client approval must be obtained prior to production or printing of material designed by **you**.

7.6 Intellectual Property

If the **intellectual property** of third parties is being used, permission must be obtained from the owner in writing, prior to its use.

7.7 Your rights

You may cancel this **policy** by giving notice to **Tide** quoting **your** policy number:

a) Prior to the inception date of the **policy**. **You** have the right to cancel the **policy** free of charge and to receive full refund of premium under this **policy**;

b) After the inception day of the **policy**, upon cancellation, You will be covered until the end of the pre-paid cover month, provided **You** have not made a claim under the **Policy**. For example, if your cover month starts on the 3rd of each month and you cancel your policy on the 15th of a month, you will be covered until the 2nd at 11.59pm of the following month.

Termination under this clause 7.4.b) will be without prejudice to **your** or **our** rights or **claims** incurred prior to the expiration of such notice. If a **claim** has been submitted or there has been any incident likely to give rise to a **claim** during the current **period of insurance**, no refund for the unexpired portion of the premium will be given.

7.8 Contracts (Rights of Third Parties) Act 1999

Other than Tide, this **policy** does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation by any person who is not named as the **insured** and both the **insurer** and **insured** may amend, cancel or lapse this **policy** without giving notice to, or requiring the consent of, any other third party.

7.9 Dispute resolution

Any dispute between the **insured** and the **insurer** arising out of or in connection with the construction or formation of this **policy** will be referred to a mediator to be agreed by the parties within fourteen (14) working days of a written notice served on one party by the other requesting such an agreement. If a mediator is not agreed, then either party may apply to the Centre for Effective Dispute Resolution ('CEDR') for the appointment of a mediator. The parties shall share equally the costs of CEDR and of the mediator and the reference, conduct and any settlement of the dispute at mediation will be conducted in confidence.

The parties shall continue to perform their respective continuing obligations under this **policy**, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take, the dispute will be referred by either party to courts, subject to the law and jurisdiction set down in the Applicable law clause above.

7.10 Your duty of fair presentation

You owe a duty to **us** to make a fair presentation of the risk. The nature of this duty is set out in, and this **policy** is subject to, the Insurance Act 2015.

7.11 Our remedies for breach of this duty

If **you** or anyone acting on **your** behalf breaches this duty, then **our** remedies shall be as follows:

7.11.1 if such breach is deliberate or reckless, **we** may:

a) Treat this **policy** as having been terminated from its inception; and b) Retain the premium;

7.11. 2 If such breach is not deliberate or reckless and **we** would not have entered into this **policy** but for the breach, **we** may by notice to **you** treat this **policy** as having been terminated from its inception in which case **we** shall return the premium; and

7.11.3 in all other cases if, but for the said breach, **we** would have entered into this **policy** but:

a) On different terms (other than terms relating to the premium), **we** may require that this **policy** is treated as if it had been entered into on those different terms from the outset; or

b) Would have charged a higher premium, **we** may reduce proportionately the amount to be paid on a **claim** (and, if applicable, the amount already paid on prior **claims**). In those

circumstances, **we** shall pay only X% of what **we** would otherwise have been required to pay, where X = (premium actually charged/higher premium) x 100.

7.12 Fraudulent claims

7.12.1 If **you** or anyone acting on **your** behalf makes a fraudulent **claim** under this **policy**, **we**:

a) Are not liable to pay the **claim**;

b) May recover any part of the **claim** already paid from the relevant **insured**; and c) May by notice to **you** treat this **policy** as having been terminated with effect from the time of the first fraudulent act, in which case **we** are not liable to that **insured** in respect of a relevant event occurring after that time and may retain any premium.

7.12.2 These remedies shall not be available against any other person or entity **insured** under this **policy** that was not implicated in the fraud.

7.13 Material changes during the period of insurance

7.13.1 **You** must notify **Tide** within thirty (30) days of any material change to the **insured**, **your business** or the risks **insured** if indemnity under this **policy** is sought in relation to any such change.

7.13.2 **We** shall not indemnify **you** for any liability arising out of a material change for which indemnity would otherwise have been available under this **policy** unless **we** have provided valid confirmation of cover, whether by an express term of this **policy**, endorsement, written confirmation or otherwise.

7.14 Minimisation of risk

You will take all reasonable steps at **your** own expense to prevent or minimise a **claim** under this **policy**.

7.15 Non-Contribution:

If at the time of any **claim** under this **policy** there is any other valid and collectible insurance available to the **insured**, other than insurance that is specifically stated to be in the **excess** of this **policy**, then the insurance afforded by this **policy** will be in **excess** of and will not contribute with such other insurance.

7.16 Representation

Any person falling within the definition of the **insured** agrees that the first named **insured** is their agent for the purpose of giving and receiving of any notices from **us** or **our** representatives including any notice of cancellation. The payment to the first named **insured** of any return premium that may be payable under this **policy** will satisfy **our** obligations to return the premium to **you**.

7.17 Severability

7.15.1 The proposal shall be construed as a separate application for insurance under this **policy** by each **insured**. No knowledge possessed by an **insured** shall be imputed to any other **insured**.

7.15.2 For the purpose of determining the applicability of the exclusions or limitations, the act or knowledge of an **insured** shall not be imputed to any other **insured**.

7.18 Sanction limitation and exclusion

We shall not provide cover nor be liable to pay any **claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** or any member of **our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

7.19 Subscribing insurers

The subscribing **insurers'** obligations under this **policy** are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **insurers** are not responsible for the subscription of any co-subscribing **insurer** who for any reason does not satisfy all or part of its obligations.

8. Definitions

The following words in bold text in this **policy** will have the meaning set out below.

8.1 Bodily injury

Bodily injury means death and injury, illness or disease whether bodily or mental.

8.2 Business

Business means the Professional Services shown in the schedule.

8.3 Circumstance

Circumstance means an incident, occurrence, dispute, fact, **matter**, act or omission that is likely to give rise to a **claim**.

8.4 Claim

Claim means:

8.4.1 The receipt by **you** of any written or verbal notice of demand for compensation made by a third party against **you**; or

8.4.2 Any writ, statement of **claim**, **claim** form, summons, application or other originating legal or arbitral process whether civil or criminal, cross **claim**, counter **claim** or third or similar party notice served upon **you**; or

8.4.3 Any notice of intention, whether orally or in writing, to commence legal proceedings against **you**.

8.5 Client

Client means a customer to whom **you** provide goods or services under a written contract or for a fee.

8.6 Company

Company means the **company** stated in the **schedule** and shall include all **subsidiary companies**.

8.7 Computer system

Computer system means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **data** storage device, networking equipment or back up facility.

8.8 Cyber act

Cyber act means any unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of our operation of any **computer system.**

8.9 Cyber incident

Cyber incident means:

a) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system** or **data**.

b) Any partial or total unavailability or failure or series of related partial or total unavailability or failure to access, process, use or operate any **computer system** or **data**.

8.10 Data

Data means any information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, processed, transmitted or stored by any **computer system.**

8.11 Data protection law

Data protection law means any applicable **data** protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal **data** or any guidance or codes of practice relating to personal **data** issued by any **data** protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).

8.12 Date of occurrence

Date of occurrence means:

8.12.1 for civil cases the date of the event that leads to a **claim**. If there is more than one event arising at different times from the same originating event, the **date of occurrence** is the date of the first of these events. This is the date the event happened, which may be before the date **you** first became aware of it;

8.12.2 for proceedings for a criminal offence, the date the **insured** began, or is alleged to have begun, to break the law.

8.13 Defence cost(s)

Defence cost(s) means:

a) All legal costs, charges, fees, expenses including witness costs and advances in respect of the same (other than **your** directors, partners or **employees'** salaries, commissions, expenses or other benefits);

b) Reasonable fees, costs and expenses of accredited experts retained through defence counsel to prepare an evaluation, report, assessment, diagnosis or rebuttal of evidence in connection with the defence of a covered **claim**; and

c) Any premiums paid for insurance instruments or for bonds which are required in order to defend proceedings, institute an appeal or be released on bail but without any obligation to furnish or procure such insurance instruments or bonds; incurred with **our** prior written and **our** continuing consent (such consent not to be unreasonably withheld or unreasonably delayed or unreasonably withdrawn) in the investigation, defence or settlement of any **claim** or **circumstance**.

8.14 Documents

Documents means deeds, wills, written agreements, maps, plans, books, letters, policies, certificates, forms and **documents** of any nature whatsoever, whether written, printed or reproduced by any method, but shall not include **data**, currency, cryptocurrency, bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.

8.15 Employee

Employee means any person including trainees and apprentices acting under a contract of service with **you** in respect of the conduct of **professional services**.

8.16 Excess

Excess means the first amount specified in the **schedule** payable by **you** in respect of each and every **claim** or **circumstance** as ascertained after the application of all other terms and conditions of this **policy**. The **excess** will be applied to **defence costs**, fees and expenses (unless expressly stated otherwise in the **schedule**).

8.17 Insured/you/your

Insured/you/your means:

8.17.1 the person or **company** named in the **schedule**; or

8.17.2 predecessors to the **company** conducting the **business** but excluding predecessors that are not disclosed to **us** prior to the inception of this **policy**; or

8.17.3 the partners, directors or **member**s during the **period of insurance** for their conduct in relation to the **business**; or

8.17.4 former partners, former directors or former **members** for their conduct in relation to the **business**; or

8.17.5 those persons named as consultants or former consultants **for** their conduct in relation to the **business**; or

8.17.6 any retired partner, director or **member** remaining as a consultant for their conduct in relation to the **business**; or

8.17.7 any **employee** and/or former **employee** and any self-employed person for their conduct in relation to the **business**;

8.17.8 the estate, heirs and executors or legal and personal representatives of those parties mentioned above in the event of their death, incapacity, insolvency or bankruptcy for a **claim** covered by this **policy**;

8.17.9 The lawful spouse of any natural person insured provided that the **claim** against such spouse is to enforce a judgment against such natural person for a **claim** covered by this **policy**.

8.18 Insurer/we/our/us means:

Admiral Business, a trading name of Able Insurance Services Limited, on behalf of Admiral Insurance (Gibraltar) Limited.

Tide means:

Tide I.S. Limited, 4th Floor The Featherstone Building, 66 City Road, London, United Kingdom, EC1Y 2AL, is an appointed representative of Able Insurance Services Limited, which is authorised and regulated by the Financial Conduct Authority (FCA FRN: 311649). As an appointed representative of Able Insurance Services Limited, Tide I.S Limited arranges and distributes insurance on behalf of Able Insurance Services Limited. Admiral Business is a trading name of Able Insurance Services Limited. The insurance is underwritten by Admiral Insurance Services (Gibraltar) Limited.

8.19 Intellectual Property

Intellectual Property means; including but not limited to copyright, design, title, slogan, trademark, trade name, trade dress, service mark, service name, domain name or metatag, breach of moral rights, passing off, plagiarism, piracy, or misappropriation of ideas under implied contract, including a breach of a hold harmless or indemnity agreement specified in a written contract for the supply of **professional services**.

8.20 Limit of indemnity

Means the amount specified in the **schedule**, which shall be the maximum amount payable by **us** in respect of any one **claim**:

a) regardless of the number of insured parties, persons or organisations bringing **claims** against **you** and

b) regardless of the number of **claims** for cover under this **policy** made by **you**

8.20.1 Where a **limit of indemnity** is stated as in the aggregate, that aggregate is the maximum **we** will pay for all insured events during the **period of insurance**.

8.20.2 Where a **claim** can be brought under more than one (1) clause of this **policy**, **you** are free to choose the clause that will apply, but only one (1) clause, and the applicable **limit of indemnity** of that clause shall be the maximum amount payable by **us** under this **policy**.

8.20.3 Any sub-**limit of indemnity** stated applies as if it was the **limit of indemnity** for the **claims** specified for that sub-limit of indemnity and is deemed to be part of and not in addition to the **limit of indemnity** specified in the **schedule**.

8.21 Matter

Matter means any **data**, text, sounds, images, or similar content disseminated, including but not limited to the content of **your** email, intranet, extranet, website, bulletin board, chat room or other on-line discussion or information forum, and the marketing and advertising of **your business** services.

8.22 Member

Member means any **member** of a limited liability partnership, including without limitation a designated **member,** save that any such **member** shall only be an **insured** for the purposes of this **policy** if and insofar as any **claim** arises out of their conduct in relation to the **business**.

8.23 North America

North America means the United States of America or its territories or possessions or Canada.

8.24 Parent

Parent means a **company** which by itself, or in concert with other **companies** with the same majority ownership or control as itself:

a) Controls the composition of **your** board of directors; or

b) Controls more than half **your** voting power; or

c) Holds more than half of **your** issued share capital.

8.25 Period of insurance

Period of insurance means the period shown as such on the **schedule** which time is taken as Greenwich Mean Time unless otherwise stated.

8.26 Policy

Policy means this document, the **schedule** (including any **schedule** issued in substitution) and any endorsements attaching to this document or the **schedule**.

8.27 Pollutant

Pollutant means any solid, liquid, gaseous, biological, radiological or thermal irritant, toxic or hazardous substance or contaminant including, but not limited to, asbestos, lead, smoke, vapour, dust, fibres, mould, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.

8.28 Pollution

Pollution means any actual, alleged, suspected, impending or threatened:

a) Discharge, seepage, migration, dispersal, release or escape of pollutants at any time;

b) Discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time that **you** test to monitor, clean up, remove, contain,

treat, detoxify or neutralise or in any way respond to or assess the effects of **pollutants**.

8.29 Product

Product means any property including packaging, containers, labels and instructions for use after it has left **your** custody or control which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced altered, or repaired by or on **your** behalf.

8.30 Professional services

Professional services means those services provided for a **client** under a contract of service in the conduct of **your business**.

8.31 Retroactive date

Retroactive date means the date (if any) stated in the **schedule**.

8.31.1 Unlimited retroactive cover – where no **retroactive date** is specified in the **schedule**, coverage under this **policy** shall be in respect of acts, errors or omissions committed or alleged to have been committed irrespective of when such acts, errors or omissions were committed or alleged to have been committed;

8.31.2 Limited retroactive cover – where a **retroactive date** is specified in the **schedule**, then coverage under this **policy** shall only be in respect of acts, errors or omissions first committed or alleged to have been first committed after the **retroactive date**.

8.32 Schedule

Schedule means the document titled schedule that includes **your** name and address of the premium and other variables to this **policy** (including endorsement clauses) and is incorporated in this **policy** that **you** have accepted. The **schedule** may be re-issued from time to time whereupon each successor overrides the earlier document.

8.33 Subsidiary company

Subsidiary company means:

8.32.1 Any **company** in respect of which **you** (either directly or indirectly through one or more of **your subsidiary companies**):

a) Control the composition of the board of directors; or

b) Control more than half the voting power at a general meeting of shareholders; or

c) Hold more than half of the issued share capital (regardless of class of share);

8.33.2 Any **company** as defined above (other than any **company** part of whose issued share capital is offered to the public or otherwise traded on a recognised exchange in **North America**) which is acquired or created on or subsequent to the inception date of this **policy** and of which the total assets do not exceed the amount stated on the **schedule**.

8.33.3 Any other **company** that **we** have given prior written consent to for its inclusion as a **subsidiary company** under this **policy**.

8.34 Territorial limits

Territorial limits means worldwide excluding **North America**;

8.35 Terrorism

Terrorism means:

An activity, or threatened activity, which involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, and appears to be intended to:

a) Intimidate or coerce a civilian population or section thereof; or

b) Disrupt any segment of the economy of a government de jure or de facto, state, or country; or

c) Overthrow, influence, or affect the conduct or policy of any government de jure or de facto or international organisation by intimidation or coercion; or

d) Affect the conduct or policy of any government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

8.36 United Kingdom

United Kingdom means Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

8.37 Virus or similar mechanism

Virus or similar mechanism means a computer program, 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.

8.38 War

War means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether **war** be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including **terrorism**.

Section B Public Liability & **Section C** Products Liability

This section of the **Policy** provides cover for claims against **You** arising from Bodily Injury or **Property** Damage to **Property** belonging to others, happening during the Period of Insurance, regardless of when the claim is brought against **You**.

Section Definitions

Abuse

Any:

1. Physical or mental abuse;
2. Assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment;
3. Act of a sexual nature or any act undertaken with a sexual motive; or 4. Repeated or continuing act of contempt, use of insulting words or behaviours.

Avionics

Any Product designed to be used on or in any aircraft or airborne vehicle.

Business

For the purposes of this section only, 'Business' is extended to include:

1. Ownership, use and upkeep of **Your** Premises;
2. Upkeep of vehicles and plant owned and used by You;
3. Canteen, social, sports, educational and welfare organisations provided by **You** for the benefit of any **Employee**;
4. **Your** first aid, fire security and ambulance services;
5. **Your** participation in exhibitions; and
6. Private work by any **Employee** with **Your** prior agreement for **You** or for any director, partner or **Employee** of **Yours**.

Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
2. The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organism; and
3. The disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of **Property**.

Defence Costs

Legal costs and expenses incurred with **Our** prior agreement for investigating and defending a covered claim against You. This does not include **Your** own overheads, including salaries and expenses.

Employee

Anyone who is, or was at the time of any act, incident or event:

1. Under a contract of service or apprenticeship with **You**;
2. Hired to or borrowed by **You**;
3. Engaged in connection with a work experience or training scheme; 4. A labour master or person supplied by such labour master;
4. A self-employed person working on a labour only basis under **Your** direct control or supervision; or
5. A voluntary helper, whilst working for **You** in the course of the business.

Limit of Cover

The amount shown as the 'Limit of Cover on the **Schedule**, which is the most **We** will pay for the corresponding claim.

Principal

Any person, firm or company **You** have entered into a contract or agreement with to do work for, or to provide services for, in connection with **Your** Business.

Property Damage

Loss or destruction of, or Damage to, **Property**.

Product

Any item (including its packaging, labels and instructions for use), which is:

1. Manufactured, sold, supplied, processed, altered or treated;
2. Repaired, serviced, tested or maintained; or
3. Installed, commissioned, constructed or erected, by **You** or on **Your** behalf and which is no longer in **Your** care or control.

Works

All works that have been completed or are to be completed by **You** or on **Your** behalf, including any:

1. Materials incorporated or intended to be incorporated into the works; and
2. Plant tools equipment and temporary buildings used or intended to be used, during the period **You** are responsible under any contractual condition

You/Your

For the purposes of this section only, '**You/Your**' is extended to include any:

1. Director or **Employee** of **Yours**;
2. Officer, committee member or member or **Your** canteen, sports, social or welfare organisation, or **Your** fire, security, first aid, medical or ambulance services whilst acting in such capacity;
3. Any director or senior official of **Yours** in relation to private work undertaken for them by an **Employee**; or
4. Personal legal representative of anyone above, in the event of that person's death, but only to the extent of the deceased individual's liability.

What is Covered

Where shown on the **Schedule**, **We** provide the following cover up to the corresponding **Limit of Cover**.

Claims for Bodily Injury & Property Damage

1. **We** will cover **You** against compensation payable by **You** as a result of a claim brought against **You** for:

1.a) Bodily **Injury** to any person;

1.b) Property Damage;

1.c) Obstruction, trespass or nuisance;

1.d) Interference with any right of way, air or light; or

1.e) Wrongful arrest, detention, imprisonment or eviction;

happening during the **Period of Insurance** within the **Territorial Limits** or the European Union, in connection with the **Business** conducted by you from **Premises** within the **Territorial Limits**.

Additional Covers

We will also provide the additional covers shown below, up to the corresponding **Limit of Cover**.

Indemnity to Principals

1. At **Your request**, **We** will extend the cover under this section:

1. To any principal of **Yours**;
2. For whom **You** are undertaking activities in the course of a business;
3. Where **Your** contract with the principal requires **You** to provide such cover; and

4. Where the claim arises from carrying out **Your** business for the principal.

However, **We** will only cover the Principal if they comply with the terms of the **Policy** as if they are **You**, including allowing **Us** to retain sole conduct and control of all covered claims.

Contingent motor liability

2. **We** will extend the cover under this Public Liability section to include cover for **You** against compensation payable by You, as a result of a claim brought against **You** for:

1. Bodily Injury to any person; or

2. **Property** Damage, as a result of the use of a motor vehicle, including any trailer attached to it, during the Period of Insurance within the Territorial Limits and in the course of the Business.

However, this does not include cover:

3. As a result of the use of a vehicle that is owned, loaned, **leased**, hired or rented to **You** or provided by You;

4. As a result of any use of a vehicle except on a road or in a public place;

5. For liability arising from **Property** damage to the vehicle itself or anything in or on the vehicle, including any trailer;

6. For liability that results from bodily injury or **Property** damage arising while the vehicle is being driven:

   i. By You, other than by an **Employee**; or

   ii. With the consent of **You** or **Your** representative by anyone who is not legally entitled to drive the vehicle; or

   iii. for any liability that is covered under any other insurance.

In all other respects the definitions, conditions and exclusions in this section of the **Policy** apply.

Employees and Visitors Personal Belongings

3. **We will** cover **You** for accidental **Property** damage to **Employees**' and visitors' vehicles and personal **Property** which are in **Your** custody or control, happening during the period of insurance. However, this does not include cover for any vehicle or personal Property that is:

1. Loaned, leased, hired or rented to **You**;

2. Stored for a fee or other consideration by **You**; or

3. In **Your** custody or control for the purposes of being worked on.

Health and safety defence costs

4. **We** will **cover You** against Defence Costs for:

1. Representation at any Coroner's inquest or fatal accident inquiry in respect of any death;

2. Defending any criminal prosecution alleging breach of duty, including any prosecution under:

   i. Health and Safety at Work etc. Act 1974; or

   ii. Health and Safety at Work (Northern Ireland) Order 1978; or

3. Defending any criminal prosecution alleging manslaughter, corporate manslaughter or corporate homicide, in relation to any incident that could result in a covered claim under this section of the **Policy**. **We** will also pay any recoverable prosecution costs and the costs incurred with **Our** prior agreement to appeal.

However, We do not cover:

4. Any actual or alleged act, omission or incident, unless committed during the period of insurance;

5. Proceedings arising from any deliberate act or omission by You;

6. Compensation ordered or awarded by any court of criminal jurisdiction;

7. Costs and expenses in connection with any inquest or inquiry or the defence of any criminal proceedings brought in any country outside the territorial limits;

8. Costs and expenses where cover is available from any other source or is provided by any other insurance or where, but for the existence

of this **Policy**, cover would have been provided by such other source or insurance;

9. Any incident if bodily injury or **Property** damage has not occurred; or

10. Costs under 4.c. Above after any connected civil claim has been resolved.

Cross liabilities

5. Where more than one person or entity is covered under this section, **We** will insure each as if a separate **Policy** had been issued to each of them. However, this will not increase the amount **We** pay overall in the event of a claim.

Contractual liability

6. **We** will pay for **Your** liability under any contract for Bodily Injury happening during the Period of Insurance, provided that the control of any claim falls to Us.

However, this does not include cover for:

1. Any **contract** for or including the carrying out of work outside of the territorial limits or the European union; or

2. Claims arising from any work completed under contract by You, once this has been handed over to **Your** employer.

Legal costs

7. For any claim covered under this section, **We** will pay:

7.1) **Your** liability for the claimant's legal costs and expenses; and

7.2) Defence Costs.

Court attendance costs

8. If **We** require any partner, principal or **Employee** of **Your**s to attend court as a witness in connection with a claim covered under this section, **We** will pay **You** £300 for each day they are required to attend.

Section Conditions

The following conditions apply to this section of the **Policy**, in addition to the General Conditions.

Suspension of cover

1. In respect of any cover under additional covers, health and safety defence costs, **We** may:

1.a) At any reasonable time inspect any premises or other relevant **Property**; and

1.b) In the event of any defect or danger being identified, give written notice to **You** that **Our** liability is suspended in respect of any incident that may arise from any such defect or danger.

Appointment of independent service provider

2. For claims under Additional covers, Health and safety defence costs, **We** will pass the claim to a service provider to administer the claims settlement on **Our** behalf, under the terms of **Our** agreement with them.

What We Do Not Cover

The following exclusions apply to this section of the **Policy**, in addition to the General Exclusions.

We do not cover liability:

Warranties, indemnities and guarantees

1. Under any express warranty, indemnity or guarantee given or agreed by **You** in relation to any Product, unless liability would have arisen in the absence of the warranty, indemnity or guarantee.

Employees

2. For Bodily Injury to any **Employee**, including any Employee engaged by **You** outside the Territorial Limits.

Your Property

3. For Property Damage to any **Property**:

3.a) Belonging to You;

3.b) Leased, hired or rented to You;

3.c) Held in trust by **You** or which is in **Your** care, custody or control;

3.d) Held in trust by or in the custody or control of any other party carrying out work on **Your** behalf; or

3.e) Which must be insured under the terms of Clause 21.2.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or any similar clause in any contract.

This does not apply to:

3.f) Vehicles or personal belongings of **Your Employees** or visitors whilst on **Your** premises;

3.g) Any premises which **You** do not own or rent, where **You** are temporarily carrying out **Your** business; or

3.h) Premises **You** rent in respect of **Property** damage that is not insured elsewhere and for which **You** are only liable under the terms of the lease or rental agreement.

Vehicles

4. Resulting from the ownership, possession or use by You, or by anyone on **Your** behalf, of any:

4.a) Aircraft, airborne device or hovercraft;

4.b) Watercraft exceeding 8 metres in length;

4.c) Motor vehicle, trailer or plant compulsory insurance or security is required under any legislation that governs the use of the vehicle.

This does not apply to:

4.d) Cover provided under additional covers, contingent motor liability; or

4.e) The loading or unloading of any such vehicle, trailer or plant

3. where cover is not provided by any other insurance.

Pollution specific exclusions

5. Arising from pollution that is not caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific time and place during the period of insurance.

All Pollution which arises out of one incident will be deemed to have occurred at the time such incident takes place.

Defective premises exclusions

6. for the costs of remedying or rectifying any actual or alleged defect in any Premises or other **Property** sold, let or otherwise disposed of by You.

Under the defective premises act 1972 for:

6.a) Bodily Injury or **Property** Damage occurring before **You** disposed of the Premises or

6.b) **Property**; or

6.c) Any incident that is covered under any other insurance.

Advice

7. Directly or indirectly due to any advice, instruction, consultancy, design, specification, formula, inspection certificate or testing prepared or given by **You** for a fee.

Work offshore

8. Directly or indirectly due to:

8.a) Any incident occurring while working on, in or travelling to or from; or

8.b) The supply of any Products to, any offshore accommodation, exploration, drilling or production rig, platform or support vessel.

Deliberate acts

9. For any deliberate act or omission by You.

Contractual liability

10. Under any contract, unless liability would have arisen in the absence of the contract.

Fines and penalties

11. for any:

11.a) Fines Or Penalties;

11.b) Costs Of Appeal Against Any Improvement Or Prohibition Notices;

11.c) Fees For Intervention Payable Under The Health And Safety Fees (Regulations) 2012;

11.d) Compensation Ordered Or Awarded By A Court Of Criminal Jurisdiction; Or

11.e) 11.e. Liquidated, Punitive, Aggravated, Restitutionary, Exemplary Or Multiplied Damages.

Abuse

12. For any Abuse to any person.

Use of heat

13. Directly or indirectly due to the use of any:

13.a) Electric oxy-acetylene or similar welding or cutting equipment; 14.b. Cutting and grinding equipment using abrasive disks or wheels; 14.c. Blow lamp, blow torch, hot air gun or hot air stripper;

13.b) Asphalt, bitumen, tar or pitch heater; or

13.c) Thermal lance, unless disclosed to and accepted by **Us** before the start of the **Policy**.

Outside territorial limits

14. Directly or indirectly due to Business conducted by **You** from Premises outside the Territorial Limits.

Avionics

15. Directly or indirectly due to Avionics.

Claims in North America

16. Arising from any claim, loss, liability, or action brought:

16.a) Within the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada;

16.b) To enforce a judgment obtained in any Court of the United States of America or Canada or any territories which come within the jurisdiction of the United States ofAmerica or Canada.

Financial difficulty

17. Directly or indirectly due to **Your** insolvency, liquidation, dissolution, or **Your** entry into administration or any arrangement with **Your** creditors.

Directors' duties

18. Of any director or principal for a breach of their duty to manage the Business in accordance with their legal or regulatory obligations.

Competition laws

19. Directly or indirectly due to a breach of competition or anti-trust laws.

Connected parties

20. Arising from any claim brought by any person or organisation insured under this **Policy** or organisation whose board of directors is controlled by **Your** board of directors. However, **We** will still cover the claim if it originates from an independent third party.

Communicable disease

21. This **Policy** does not cover all actual or alleged claim, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, Defence Costs, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this exclusion, claim, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, Defence Costs, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease. This exclusion overrides any contrary term of this **Policy**.

Claims Settlement

In the event of a claim, the amount **We** pay will be calculated in accordance with the terms below.

Maximum payment

1. The most **We** will pay for any claim is the corresponding Limit of Cover shown on the

Schedule. This includes any amount payable for the claimant's legal costs and expenses and for Defence Costs.

Connected claims

2. All claims arising from or connected with any one act, incident or event, or from the same source or original cause will be treated as one claim. This means:

2.a) **We** will only pay one Limit of Cover; and

2.b) **You** will only pay one Excess, in respect of all such claims.

Specific limit for Products and Pollution

3. For claims directly or indirectly due to Products and Pollution, **We** will not pay more than the Limit of Cover in total for all claims. This does not apply to Defence Costs.

Specific limit for Health and Safety defence costs

4. For cover under Additional covers, Health and Safety defence costs, **We** will not pay more than £250,000 in total for all claims.

Specific limit for Terrorism

5. For claims directly or indirectly due to Terrorism, **We** will not pay more than either the Limit of Cover as stated in the **Schedule** or £2,000,000 (whichever is lower).

Paying the limit

6. At any time during a claim, **We** can pay You:

6.a) The Limit of Cover, or the remaining balance of that limit;

6.b) Or any amount for which the claim can be settled. If **We** make such a payment, it will be in full and final settlement of any liability, **We** may have to indemnify **You** under this **Policy**. **We** will then relinquish conduct and control of the Claim and have no further liability in respect of it. For the avoidance of doubt this means that **We** will not be liable for any Defence costs that may be incurred after the date upon which any such payment is made by Us.

Excess

7. **We** will not cover the amount of the Excess.

Section D Employers Liability

This section does not apply if shown as not insured in the **Schedule**.

This section of the **Policy** provides cover for claims against **You** arising from Bodily Injury to Your Employees.

Cover under this section is provided on an 'occurrence' basis. This means it covers claims arising from incidents occurring during the Period of Insurance, regardless of when the claim is brought against You

Compulsory Insurance

The cover under this section of the **Policy** is intended to comply with any laws and regulations relating to the compulsory insurance of liability to **Employees** in the country within the **Territorial Limits** where **You** are based. **You** must repay to **Us** any amounts **We** pay which **We** would not have had to pay other than as a result of the compulsory insurance laws and regulations.

Section Definitions

The following definitions apply to this section of the **Policy**, in addition to the General Definitions.

Defence Costs

Legal costs and expenses, including the cost of expert witnesses, incurred with **Our** prior agreement for investigating and defending a covered claim against **You**. This does not include **Your** own overheads, including salaries and expenses.

Employee

For the purposes of this section only, '**Employee**' means anyone who is, or was at the time of any act, incident or event:

1. Under a contract of service or apprenticeship with **You**;
2. Hired to or borrowed by **You**;
3. Engaged in connection with a work experience or training scheme;
4. A labour master or person supplied by such labour master;
5. A self-employed person working on a labour only basis under **Your** direct control or supervision; or
6. A voluntary helper, whilst working for **You** in the course of the business.

Limit of Cover

The amount shown as the 'Limit of Cover' on the **Schedule**, which is the most **We** will pay for the corresponding claim.

Offshore

From the time an **Employee** boards a form of transport for departure to an offshore installation, rig or platform, until they disembark on their return from such installation, rig or platform.

You/Your

For the purposes of this section only, **'You/Your**' is extended to include any:

1. Director or **Employee** of **Yours**;
2. Officer, committee member or member or **Your** canteen, sports, social or welfare organisation, or **Your** fire, security, first aid, medical or ambulance services whilst acting in such capacity;
3. Any director or senior official of **Your**s in relation to private work undertaken for them by an **Employee**; or
4. Personal legal representative of anyone above, in the event of that person's death, but only to the extent of the deceased individual's liability.

What Is Covered

Where shown on the **Schedule**, **We** provide the following cover up to the corresponding Limit of Cover.

Claims for Bodily Injury to Employees

We will cover **You** against compensation payable by **You** as a result of a claim brought against **You** for Bodily Injury to an **Employee** occurring during the Period of Insurance

1. Within the Territorial Limits; or

2. While an **Employee** resident within the **Territorial Limits** is temporarily employed in the European Union, in connection with the **Business**

3. conducted by **You** from Premises within the **Territorial Limits**.

Additional Covers

We will also provide the additional covers shown below, up to the corresponding **Limit of Cover**.

Unsatisfied court awards

1. If an **Employee**, or the personal representative of any Employee, has obtained a judgment for damages in respect of Bodily Injury sustained by the **Employee** and the judgment has not been paid in full 6 months after the date of judgment, then **We** will pay any outstanding amounts to the **Employee** or their personal representative, if **You** ask **Us** to.

We will only make payment if:

1.a) The Bodily Injury was suffered by the **Employee**:

i. during the **Period of Insurance**; and

ii. in the course of their employment with **You** in connection with the **Business**;

1.b) The judgment: I. was awarded in a court in the **Territorial Limits**; and i. Is not subject to an appeal; and

1.c) The **Employee** or their personal representative assigns the judgment debt to **Us**.

Cross liabilities

2. Where more than one person or entity is covered under this section, **We** will insure each as if a separate **Policy** had been issued to each of them. However, this will not increase the amount **We** pay overall in the event of a claim.

Legal costs

3. For any claim covered under the section, **We** will pay:

3.a) **Your** liability for the claimant's legal costs and expenses; and

3.b) **Defence Costs.**

Court attendance costs

4. If **We** require any partner, principal or **Employee** of **Your**s to attend court as a witness in connection with a claim covered under this section, **We** will pay **You** £300 for each day they are required to attend.

Health and safety and manslaughter defence costs

5. **We** will cover **You** against Defence costs for:

5.a) Representation at any Coroner's inquest or fatal inquiry in respect of any death;

5.b) Defending any criminal prosecution alleging breach of statutory duty, including any prosecution under:

i. Health and Safety at Work etc. Act 1974; or

ii. Health and Safety at Work (Northern Ireland) Order 1978,; or

5.c) Defending any criminal prosecution alleging manslaughter, corporate manslaughter or corporate homicide, in relation to any incident that could result in a covered claim under this section of the **Policy**. **We** will also pay any recoverable prosecution costs and the costs incurred with **Our** prior agreement to appeal.

However, **We** do not cover:

5.d) Any actual or alleged act, omission or incident, unless committed during the **Period of Insurance**;

5.e) Proceedings arising from any deliberate act or omission by **You**;

5.f) Compensation ordered or awarded by any court of criminal jurisdiction;

5.g) Costs and expenses in connection with any inquest or inquiry or the defence of any criminal proceedings brought in any country outside the **Territorial Limits**;

5.h) Costs and expenses where cover is available from any other source or is provided by any other insurance or where, but for the existence of this **Policy**, cover would have been provided by such other source or Insurance;

i. Any incident if Bodily Injury or **Property** Damage has not occurred; or

ii. Costs under 5.c. above after any connected civil claim has been resolved.

Injury to working partners

6. If **You** are a working partner, **We** will cover **You** under this section as if **You** were **Employee** if:

6.a. **You** suffer a Bodily Injury while working in connection with the Business during the Period of Insurance;

6.b. The Bodily Injury is caused by another partner or **Employee** while working in connection with the Business; and

6.c. **You** have a valid claim for negligence against the other partner or **Employee**.

What We Do Not Cover

The following exclusions apply to this section of the **Policy**, in addition to the General Exclusions.

We do not cover liability:

Motor vehicles

1. for Bodily Injury suffered by an **Employee** whilst:

1.a. In or on; or

1.b. Entering or getting onto or alighting from a vehicle for which insurance or security is required under any law relating to the compulsory insurance of motor vehicles, or where **You** are entitled to cover under any other insurance.

Offshore

2. For Bodily Injury suffered Offshore.

Fines and penalties

3. For:

3.a. Fines or penalties;

3.b. Costs of appeal against any improvement or prohibition notices;

3.c. Fees for intervention payable under the Health and Safety Fees (Regulations) 2012;

3.d. Compensation ordered or awarded by a Court of Criminal Jurisdiction; or

3.e. Liquidated, punitive, aggravated, exemplary or multiplied damages awarded by any court outside the **Territorial Limits.**

Other insurance

4. That would be covered under any other insurance if this **Policy** did not exist. This does not apply to any amount over the amount that would have been payable under the other insurance if this **Policy** did not exist.

Claims Conditions

Notification

1. **You** must give **Us** notice as soon as possible:

1.a. And in any event within 14 days, of any claim against **You** or anything that is likely to lead to a claim against **You;** or

1.b. Of any other act, incident or event that could lead to a claim under the **Policy**.

2. In respect of any claim against You, **You** must not make any admission of liability, payment, offer of settlement or incur any costs or expenses without **Our** prior written agreement.

3. If **You** do not comply with 1. or 2. above, **We** will not cover the claim other than to the extent necessary to comply with any laws and regulations relating to the compulsory insurance of liability to **Employees** in the Territorial Limits. **You** must repay to **Us** any amounts **We** pay in respect of the claim which **We** would not have had to pay other than as a result of the operation of such compulsory insurance laws and regulations.

Claims Settlement

In the event of a claim, the amount **We** pay will be calculated in accordance with the terms below.

Maximum payment

1. The most **We** will pay for any claim is the **corresponding** Limit of Cover shown on the **Schedule**. This includes any amount payable for the claimant's legal costs and expenses and Defence Costs.

Connected claims

2. All claims arising from or connected with any one act, incident or event, or from the same source or original cause will be treated as one claim. This means **We** will only pay one Limit of Cover in respect of all such claims.

Specific limit for Terrorism

3. For claims directly or indirectly due to Terrorism, **We** will not pay more than £5,000,000 for any one claim.

Specific limit for health and safety and manslaughter defence costs

4. The most **We** will pay for claims for health and safety and manslaughter defence costs is £1,000,000 in the aggregate for all Defence Costs.

Paying the limit

5. At any time during a claim, **We** can pay You:

5.a. The Limit of Cover, or the remaining balance of that limit; or

5.b. Any amount for which the claim can be settled.

5.c. If **We** make such a payment, it will be in full and final settlement of any liability, **We** may have to indemnify **You** under this **Policy**. **We** will then relinquish conduct and control of the Claim and have no further liability in respect of it. For the avoidance of doubt this means that **We** will not be liable for any Defence costs that may be incurred after the date upon which any such payment is made by **Us.**

Complaints Procedure

Complaints & enquiries

We are fully committed to giving **You** a first-class level of service. But if **You** ever feel like **We** have fallen short of the mark, please address **Your** concerns or complaints to:

Tide Insurance Services
The Featherstone Building
4th Floor
66 City Rd
London EC1Y 2AL
Email: complaints@tide.co

If **Your** complaint relates to an activity by **Us** (rather than **Tide**), then **Tide** will refer **Your** complaint to **Us**. If **We** or **Tide** have given **You Our** or **Tide's** final response but **You** are still unhappy, or more than 8 weeks have passed since **We** or **Tide** received **Your** original complaint, **You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service (FOS). Here are their details:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR
Tel:0800 023 4567 or 0300 123 9123

Email: complaint.info@financialombudsman.org.uk

Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **We** cannot meet **Our** obligations under the **Policy**, depending on the type of business and the **Circumstances** of the **Claim**. For compulsory classes of insurance and professional indemnity, the advising and arranging of insurance is covered for 100% of the **Claim**. For other classes of insurance, the advising and arranging of insurance is covered for 90% of the **Claim**. There is no upper limit in either case.

You can contact the Financial Services Compensation Scheme using the details below:

Financial Services Compensation Scheme
10th Floor Beaufort House
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