



# DRIVING INSTRUCTOR PUBLIC LIABILITY & PROFESSIONAL INDEMNITY INSURANCE

Policy

Arranged by

**Waveney**  
**Group Schemes**  
PART OF THE TOWERGATE GROUP  
Tuition Insurance



**THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT PLEASE ADVISE YOUR INSURANCE ADVISER WITHOUT UNDUE DELAY**

**ANY FACTS WHICH WE HAVE TAKEN INTO ACCOUNT IN THE ASSESSMENT OR ACCEPTANCE OF THIS INSURANCE, AND ANY SUBSEQUENT CHANGES TO THOSE FACTS, NEED TO BE DECLARED. FAILURE TO DO SO MAY INVALIDATE YOUR POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY. IF YOU ARE IN ANY DOUBT AS TO WHETHER A FACT IS MATERIAL OR NOT, YOUR INSURANCE ADVISER NEEDS TO BE CONTACTED WITHOUT UNDUE DELAY**

Royal & Sun Alliance Insurance plc (herein called the Insurer) and the Insured agree that

This Policy the Schedule (including any Schedule issued in substitution) and any Endorsements shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

The Proposal and any information supplied by the Insured shall be incorporated in the contract

The Insurer will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Insurer shall agree to accept the premium

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# General Conditions

## 1 Observance

It is a requirement of the Insurer that the following conditions apply to all sections of the Policy except so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to Employees

## 2 Reasonable Precautions

It is a condition precedent to liability of the Insurer that the Insured at his own expense shall

- A) take reasonable precautions to prevent any circumstances or to cease any activity which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery plant and vehicles in a sound condition
- B) as soon as reasonably practical after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such reasonable additional precautions to be taken as the circumstances may require

## 3 Action by the Insured

It is a condition precedent to liability of the Insurer that the Insured at his own expense shall without undue delay give to the Insurer notice with full particulars of any claim or circumstances which may give rise to a claim (regardless of the Insured's Contribution)

Every letter claim writ summons and process in connection with such circumstances shall be forwarded to the Insurer without undue delay on receipt

Written notice shall also be given without undue delay by the Insured to the Insurer immediately the Insured shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this Policy

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurer which shall be entitled to take over the absolute control and conduct in the name of the Insured the negotiation proceeding defence or settlement of any claim or to prosecute any claim in the name of the Insured for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

The Insured shall give all such assistance as the Insurer may reasonably require

## 4 Adjustment

If any part of the Premium or Renewal Premium is based on estimates provided by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall allow the Insurer to inspect such record

The Insured shall within one month after the expiry of each Period of Insurance provide such information as the Insurer may require The Premium or Renewal Premium shall then be adjusted and the difference paid by or allowed to the Insured

## 5 Contribution

If at the time of any claim there is or but for the existence of this Policy there would be any other insurance covering the same legal liability the indemnity will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected

Where a claim includes the defence of criminal proceedings brought or in appeal against conviction the Insurer will not pay any costs and expenses where cover is provided by any other insurance or where but for the existence of this Policy would have been provided by such insurance

## 6 Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws

Unless the parties agree otherwise in writing the Insurer has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based or if based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Insured is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based or if the Insured is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Insured is based

## 7 Non Payment – Consumer Credit Termination

The Insurer reserve the right to terminate the Policy in the event that there is a default in instalment payments due under any linked loan agreement

## 8 Financial or Trade Sanctions

The Insurer shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation

If any such prohibition or restriction takes effect during the Period of Insurance the Insured or the Insurer may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known registered address

After such cancellation the Insurer shall subject to any applicable minimum premium payment requirements refund a proportionate amount of the premium for the unexpired Period of Insurance provided that

- A) no circumstances that could reasonably be considered as being likely to give rise to a claim under the Policy have been notified to the Insurer by the Insured and
- B) no claims have been paid by the Insurer or have accrued and are outstanding awaiting payment in respect of such claims

prior to the date on which such prohibition or restriction took effect

## 9 Legal Representation

Where the Insurer provides its consent to indemnify the Insured in respect of any legal costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy the Insurer will choose an appropriate representative (be it a solicitor or otherwise) to act on the Insured's behalf

The Insurer will provide the Insured with details of the nominated appropriate representative prior to the representative's instruction

In the event that the Insured wishes to appoint its own representative, the Insured shall provide prior notification of its intention to do so and seek the Insurer's written consent

The Insured agrees that in respect of its proposed representative

- A) the hourly rate (or such other fee basis as the case may be) to apply and
- B) the terms and conditions of such appointment shall be subject to the Insurer's prior approval

In the event of a dispute regarding the amount of legal costs incurred by the Insured's representative the Insured agrees that the Insurer will have the option to audit any files for the purpose of assessing the costs claimed

## 10 Rights of Third Parties

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

# Claims Conditions

## 1 Claims Notification

If during the Period of Insurance the Insured receives any Claim the Insured shall give written notice of such Claim to the Insurer as soon as reasonably possible All Claims must be notified to the Insurer prior to the expiry of the Period of Insurance

If during the Period of Insurance the Insured becomes aware of any circumstance which might reasonably be expected to produce a Claim against the Insured the Insured shall give written notice of such circumstance to the Insurer as soon as reasonably possible irrespective of either the Insured's views as to whether such Claim will succeed or as to whether the amount of the Claim will exceed the Insured's Contribution All circumstances must be notified to the Insurer prior to the expiry of the Period of Insurance Any Claim arising from any circumstance notified to the Insurer in accordance with this Condition shall be deemed to have been made in the Period of Insurance

## 2 Notification of Adjudications

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

- A) notify the Insurer within 2 working days of receipt of any notice of intention to adjudicate notice of adjudication referral notice or any adjudication notice pursuant to contract

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

The Insurer will have no liability under Insurance Clause 1 in respect of any matter which the Insured does not notify to the Insurer in accordance with the requirements of this Condition

## 3 Notification of Reviews by an Ombudsman

The Insured shall as a condition precedent to its right to indemnity under Insurance Clause 2 (Awards by Ombudsmen) give notice to the Insurer in writing within ten working days of it becoming aware that any ombudsman is or will be reviewing a case directly affecting the Insured

The Insurer will have no liability under Insurance Clause 2 in respect of any matter which the Insured does not notify to the Insurer in accordance with the requirements of this Condition

## 4 Supporting Documentation and Admissions

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

## 5 Conduct of Claims

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

## 6 Queen's Counsel Clause

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

## 7 Disposal of Claims

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

## 8 Dishonesty and Fraud

In respect of any claim made in accordance with this policy arising out of any dishonest or fraudulent act or omission

- A) the Insured must immediately take all reasonable steps to prevent further loss
- B) if the Insurer so requests the Insured shall take all reasonable steps to effect recovery from the person committing or condoning or knowingly participating in such dishonest or fraudulent act or omission or from the personal representatives of such person
- C) any monies recovered following action as described in 8B) above will be deducted from any amount payable under this Insurance

## Special Benefits

- 1 In the event of the Insurer being entitled to avoid this Insurance from inception or from the time of any variation in cover (including at renewal) the Insurer may at its discretion maintain this Insurance in full force but exclude the consequences of any matter which ought to have been disclosed at inception or at the time of any variation in cover (including at renewal)
- 2 In the event of non-disclosure or misrepresentation at any renewal the Insurer will waive its rights to avoid this Insurance provided that
  - A) the Insured is able to establish to the satisfaction of the Insurer that such non-disclosure or misrepresentation was innocent and free from any fraudulent conduct or intent to deceive
  - B) the Premium and terms shall be adjusted at the discretion of the Insurer to those which would have applied had such circumstances been disclosed
  - C) where the Insured should have notified during a preceding Period of Insurance either a Claim made against the Insured or circumstances which could give rise to a Claim and the indemnity or cover to which the Insured would have been entitled was in any way more restricted than that provided at the date of notification the Insurer shall be liable only to the extent applicable during such preceding Period of Insurance

For the purposes of this Special Benefit this Insurance shall be deemed to be a renewal of any immediately preceding Professional Indemnity policy issued by the Insurer under which the Insured was entitled to indemnity

- 3 If the Insured is in breach of Claims Conditions 1 (Claims Notification) or 4 (Supporting Documentation and Admissions) of this Insurance then the Insurer shall not deny any claim but shall firstly apply provision C) in Special Benefit 2 (to the extent applicable) and then where such breach has prejudiced the handling or settlement of any claim reduce the amount payable in respect of such claim (including Defence Costs) to such sum as in the Insurer's reasonable opinion would have been payable in the absence of such prejudice

# Section 1 Public/Products Liability

## THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

The insurance provided by Section 1 is on a claims made basis with the costs and expenses of the claimant and the costs and expenses (incurred with the Insurer's written consent) of any Person Entitled to Indemnity included within the Limit of Indemnity stated in the Schedule

### Definitions

#### 1 Aircraft Products

Aircraft Products shall mean aircraft or any aerial device (including missiles or spacecraft) and any other goods or products manufactured sold handled or distributed or services provided or recommended by the Insured or by others trading under their name for use in the manufacture repair operation maintenance or use of any aircraft or aerial device

#### 2 Asbestos

Asbestos shall include crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

#### 3 Asbestos Containing Materials

Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust

#### 4 Asbestos Dust

Asbestos Dust shall mean fibres or particles of Asbestos

#### 5 Business

Business shall mean that which is specified in the Schedule and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include

- A) ownership repair and maintenance of the Insured's own property
- B) provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed
- C) fire and security services maintained solely for the protection of premises owned or occupied by the Insured
- D) private work undertaken by any Person Employed for any director or partner of the Insured or Employee with the prior consent of the Insured
- E) attendance at or participation in trade fairs shows and exhibitions by any Employee or director in connection with their employment
- F) the sponsorship of events and sponsorship of individuals

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

#### 6 Clean Up Costs

Clean up costs shall mean the costs reasonably incurred by

- A) a government agency or regulatory body
- B) the Insured with the written consent of the Insurer where a government agency or regulatory body would have required remediation

in each case in carrying out action to curtail or minimise or remediate a Sudden Pollution or Contamination Incident in respect of which the Insured is legally responsible

#### 7 Data

Data shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

#### 8 Employee

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

#### 9 Employment-Related Practices

Employment-Related Practices shall mean any error misstatement misleading statement act omission neglect or breach of duty actually or allegedly committed or attempted by the Insured in connection with any actual or alleged

- A) unlawful or unfair dismissal discharge or termination of employment
- B) breach of any written or oral employment contract or quasi-employment contract
- C) employment-related misrepresentation
- D) violation of employment discrimination laws (including sexual or other workplace harassment and discrimination on the grounds of racial or national origin sex sexual orientation religion maternity pregnancy age and disability)
- E) violation or non-compliance with legislation regulating working hours
- F) failure to employ or promote
- G) demotion
- H) discipline
- I) deprivation of a career opportunity
- J) failure to grant tenure
- K) failure to adopt adequate workplace or employment policies and procedures
- L) retaliatory treatment of whistleblowers and others
- M) negligent evaluation
- N) employment-related invasion of privacy
- O) employment-related breach of data protection legislation
- P) employment-related libel slander humiliation and defamation
- Q) failure to furnish job references or accurate job references
- R) employment-related infliction of mental anguish or emotional distress

## 10 Event

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

## 11 Failure of a System

Failure of a System shall mean the complete or partial failure or inability whether in terms of availability functionality including performance or otherwise of a System whether or not owned by the Insured to operate at any time as desired as specified or as required in the circumstances of the Insured's business activities

## 12 Injury

Injury shall mean

### Section 2 (Part A)

bodily injury death disease or illness

### Sections 1 and 2 (Part B)

bodily injury mental injury death disease or illness

## 13 Intellectual Property Rights

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

## 14 Microchip

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

## 15 North America

The United States of America or Canada or any other territory within the jurisdiction of either such country

## 16 Offshore

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

## 17 Person Employed

Person Employed shall mean any

- A) Employee
- B) labour master and individuals supplied by him
- C) individual employed by labour only sub-contractors
- D) self employed individual (not being in partnership with the Insured)
- E) individual hired to or borrowed by the Insured
- F) individual undertaking study or work experience while under the supervision of the Insured

} while under the direct control and supervision of the Insured

## 18 Person Entitled to Indemnity

Person Entitled to Indemnity shall mean

- A) the Insured
  - B) the personal representatives of the Insured in respect of legal liability incurred by the Insured
  - C) at the request of the Insured
    - 1) any principal
    - 2) any director or partner of the Insured
    - 3) any Person Employed
- against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
- 4) the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
  - 5) any director or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Insured

each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply

## 19 Insured Contribution

Insureds Contribution shall mean the amount or amounts specified in the Schedule which the Insured agrees to pay in respect of

- A) the claimant's damages
- B) the claimant's costs and expenses

## 20 Property

Property shall mean material property but shall not include Data

## 21 Sudden Pollution or Contamination Incident

Sudden Pollution or Contamination Incident shall mean pollution or contamination of buildings or other structures or of water or land or of the atmosphere caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place in Great Britain Northern Ireland and the Channel Islands or the Isle of Man during any Period of Insurance

## 22 System

System shall include computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation

## 23 Terrorism

Terrorism shall mean 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 Her Majesty's government in the United Kingdom or any other government de jure or de facto



**24 Virus**

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

**25 Crisis**

Crisis shall mean any Injury or damage to Property which may form the subject of a claim for indemnity under this Policy and which is likely to result in adverse media reporting

**26 Crisis Management Costs**

Crisis Management Costs shall mean fees and expenses payable to the media consultants appointed by or on behalf of DWF LLP to minimise any adverse media reporting following a Crisis

**27 Crisis Consultant Costs**

Crisis Consultant Costs shall mean fees payable to DWF LLP or their appointed advisors acting on behalf of DWF LLP

Provided that legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy shall include Crisis Consultants Costs incurred with the Insurer's prior written approval other than Crisis Management Costs

**Insurance Clauses**

The Insurer will provide indemnity to any Person Entitled to Indemnity

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

happening during any Period of Insurance in connection with the Business
- 2 in respect of
  - A) claimants costs and expenses which the Insured is legally liable to pay in connection with any claim
  - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
  - C) i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the Insured director or partner or Employee of the Insured for an offence of corporate manslaughter or corporate

homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

- ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success

- D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy including Crisis Consultants Costs other than Crisis Management Costs

incurred with the Insurer's prior written approval

**General Provisions**

Provided that in respect of

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

the following shall apply

- 1 the total amount payable by the Insurer in respect of 1 above and all Extensions Additional Clauses and Memoranda shall not exceed the Limit of Indemnity
- 2 the Insureds Contribution will be payable before the Insurer shall be liable to make any payment
- 3 the Insurer may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Insurer the claims arising out of such Event can be settled

The Insurer will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Insurer may be responsible prior to the date of such payment

- 4 where the Insurer is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity
- 5 the total amount payable by the Insurer in respect of all damages arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the appropriate Limit of Indemnity stated in the Schedule

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Insurer and the Insured both as defined herein

- 6 in respect of claims happening or where a claim is brought in North America all costs and expenses of the claimant and the costs and expenses (incurred by the Insurer or with the Insurer's written consent) of any Person Entitled to indemnity are included within the Limit of Indemnity stated in the Schedule

## Exclusions to Section 1

The indemnity will not apply to legal liability

### 1 Mechanical Vehicles

arising from or out of the ownership possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of any

- A) mechanically propelled vehicle other than legal liability arising out of
  - 1) the use of plant as a tool of trade on site
  - 2) the use of plant at the premises of the Insured
  - 3) the loading or unloading of any vehicle

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

- B) aircraft or other aerial device
- C) aerospace device
- D) hovercraft
- E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

### 2 Employers' Liability

for bodily injury or mental injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Insured in the Business

### 3 Property in the Insured's Custody or Control

for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured other than

- A) Employees' directors' partners' or visitors' personal effects including vehicles and their contents
- B) premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business
- C) premises and their fixtures and fittings leased or rented to the Insured unless such legal liability
  - 1) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
  - 2) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings

### 4 Pollution or Contamination

caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere

- A) happening in North America or where a claim is brought in a court of law in North America

- B) happening anywhere in the world other than North America unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety in a specific moment in time and place during the Period of Insurance

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

### 5 Product Defects and Recall

- A) in respect of loss of or damage to any
  - 1) product supplied} by the Insured
  - 2) contract work executed

caused by any defect therein or the unsuitability thereof for its intended purpose
- B) for the costs of recall removal repair alteration replacement or reinstatement of any
  - 1) product supplied by the Insured
  - 2) contract work executed

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

### 6 Professional Risks

arising from or in connection with

- A) advice
- B) design provided for a fee
- C) specification

### 7 Contractual Liability

arising from or in connection with any

- 1) product supplied} by the Insured
- 2) contract work executed

where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement

### 8 Disposed Premises

for the costs of remedying

- A) any defect or alleged defect
- B) the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials

in premises disposed of by the Insured

### 9 Fines or Penalties

for

- A) fines or penalties
- B) the costs of appeal against any improvement or prohibition notices
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012

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

## 10 Radioactive Contamination

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

## 11 War and Allied Risks

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

## 12 Fear of Asbestos

for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials

## 13 Asbestos Removal Costs

for the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials

## 14 Asbestos in North America

arising directly or indirectly caused or contributed to or occurring by the presence of Asbestos, Asbestos Containing Materials or Asbestos Dust or the release of Asbestos Dust happening in North America or where a claim is brought in a court of law in North America

## 15 Aircraft Products

arising from Aircraft Products

## 16 Road Traffic Liability

the death of or any bodily or mental injury or disease suffered by anyone, unless arising directly from the Insured's breach of a duty of care in the performance of the Business

However, the Insurer will not make payment for any:

- A) claim or part of a claim or loss for which the Insured is required to hold motor insurance or security in accordance with any road traffic legislation;

or

- B) liability the Insured incurs which is over and above any minimum amount of insurance cover or security which you are required to hold in accordance with any road traffic legislation

## Extensions to Section 1

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

### 1 Cross Liabilities

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

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

### 2 Compensation for Court Attendance

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

- A) any director or partner of the Insured £750
- B) any Employee £500

### 3 Overseas Personal Liability

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

The indemnity will not apply

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

### 4 Data Protection Act 1998

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

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

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

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

This Extension shall not apply in respect of

- A) the payments of fines or penalties
- B) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data

- C) liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Insured or any other person having regard to the nature and circumstances of such act or omission
- D) claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this Extension
- E) legal liability where indemnity is provided by any other insurance

## 5 Defective Premises Act

This Policy will include an indemnity to the Insured in respect of Injury or damage to Property incurred under the provisions of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975

## 6 Clean Up Costs

Notwithstanding Exclusion 4 in the event of a Sudden Pollution or Contamination Incident the Insurer will provide indemnity to any Person Entitled to Indemnity in respect of

- A) Clean Up costs arising solely under a statutory provision that operates in any part of Great Britain Northern Ireland the Channel Islands or the Isle of Man
- B) costs of expenses in relation to any matter which may form the subject of indemnity under this extension incurred with the Insurer's prior written approval
- C) costs and expenses incurred with the Insurer's prior written approval in any appeal against any statutory notice served or to be served upon the Insured by any enforcing authority for any enforcement action which would be the subject of indemnity under this Extension

The indemnity provided by this Extension will not apply to costs (including Clean up Costs)

- A) incurred in achieving any improvement betterment or alteration in any original property
- B) for remedial action carried out or in relation to property which at the time of the Sudden Pollution or Contamination Incident giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured
- C) incurred in relation to the reinstatement reintroduction or provision of any living organism or natural habitat
- D) arising out of a genetically modified organism
- E) comprising of the first 10 per cent of any one Sudden Pollution or Contamination Incident subject to a minimum contribution by the Insured of £2,500 and a maximum contribution of £25,000
- F) arising solely from the Insureds liability under legislation operating in any part of Great Britain Northern Ireland which implements Directive 2004/35/EC on environmental liability with regard to the prevention and remedying of environmental damage including the Environmental Damage (Prevention and Remediation) Regulations 2009
- G) for incidents happening in North America or where a claim is brought in a court of law in North America

Provided that

- 1) all pollution or contamination which arises out of one Sudden Pollution or Contamination Incident shall be considered by the Insurer for the purposes of this Policy to have occurred at the time such incident takes place
- 2) all costs covered under this Extension will form part of and not exceed the Limit of Indemnity shown in the Schedule for all incidents considered by the Insurer to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or the atmosphere
- 3) the total amount payable under this Extension shall not exceed £250,000 in respect of all damages and legal costs for all incidents

## 7 Automatic Acquisitions

The indemnity provided by this Policy shall apply in respect of any new or acquired Insurer within Great Britain Northern Ireland the Isle of Man and the Channel Islands from the date of creation or acquisition

Provided that

- A) the activity of such Insurer falls within the Business definition
- B) the new acquisition does not have an annual turnover in excess of 10% of the Insureds annual turnover as declared to the Insurer at the beginning of the Period of Insurance or £10,000,000 whichever is the lesser
- C) the Insured shall submit full claims and underwriting information to the Insurer within 60 days after such new or acquired Insurer
- D) the Insurer shall have the right to make any additional charges or changes in terms in respect of such new or acquired Insurer

## 8 Crisis Management

**In the event of a Crisis occurring during the Period of Insurance please contact our crisis consultants DWF LLP using the 24/7 legal helpline on 0330 1024201**

The Insurer will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured up to the Limit of Indemnity in respect of Crisis Management Costs in connection with any Crisis happening during any Period of Insurance in the course of the Business

Provided that in respect of all Crises happening during the Period of Insurance

- 1) the total amount payable under this Section shall not exceed £25,000.00
- 2) the Insurer may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Insurer the claims can be settled the Insurer will then relinquish control of such claims and be under no further liability in respect thereof
- 3) the Crisis is reported to the crisis consultants immediately when the Crisis is known
- 4) any Crisis arising out of or based upon or attributable to one source or original cause shall be deemed a single Crisis

The indemnity will not apply

- A) to any changes in economic conditions or competitor environment including seasonal variations or change in customer demand taste purchasing patterns or purchasing channels
- B) to fraudulent acts committed by any of the Insured's senior executives
- C) to damages payable in respect of any claim for Injury or damage to Property and all related Legal Costs
- D) to any costs and expenses of proceedings before any court tribunal ombudsman or governmental body
- E) to intentional violation committed by the Insured's senior executives of any law regulation sanctions or industry guidance
- F) to Crisis Management Costs incurred arising out of or in connection with a Crisis relating in any way to Asbestos Asbestos Dust or Asbestos Containing Materials
- G) where indemnity is provided by any other insurance
- H) to Crisis Management Costs arising from any Crisis occurring outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

## Section 2 Legal Defence Costs

### THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

Where Injury of any person or loss of or damage to Property has not occurred the Insurer will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured

up to the Limit of Indemnity in respect of

- A) legal costs and other expenses incurred with the Company's prior written approval including Crisis Consultant Costs other than Crisis Management Costs
- B) costs awarded against the Insured or any director partner or Person Employed

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

#### Part A

In respect of a breach of

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

#### Part B

In respect of a breach of

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any person other than a Person Employed director or partner of the Insured
- 2 Part II of the Consumer Protection Act 1987
- 3 Part II of the Food Safety Act 1990

### General Provisions

Provided that in respect of Part **A** and **B**

- 1 the indemnity will not apply
  - A) to fines or penalties of any kind
  - B) to the costs of appeal against any improvement or prohibition notices
  - C) to fees for intervention payable under the Health and Safety Fees (Regulations) 2012
  - D) where indemnity is provided by any other insurance
  - E) to proceedings consequent upon any deliberate act or omission by
    - 1) the Insured

- 2) any partner or director of the Insured
- 3) any Employee with any specific responsibility for compliance with the legislation specified in this Section

which could reasonably have been expected to constitute a breach of the legislation specified in this Section

- F) to any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos, Asbestos Dust or Asbestos Containing Materials
- 2 the Insurer may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at the absolute discretion of the Insurer the claims arising can be settled but including any amount for which the Insurer may be responsible prior to the date of such payment  

The Insurer will then relinquish control of such claims and be under no further liability in respect thereof
- 3 where the Insurer is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity

### Special Provision

The Insurer shall pass notification to an independent third party service provider with whom the Insurer has an agreement which shall thereafter administer claims settlement on the Insurer's behalf

## Section 3 Professional Indemnity Insurance

### Terms and conditions

**THIS INSURANCE COVERS CLAIMS FIRST MADE AGAINST THE INSURED (AND, IN RELATION TO INSURANCE CLAUSE 3, LOSS OR DAMAGE OCCURRING) AND NOTIFIED TO THE INSURER DURING THE PERIOD OF INSURANCE. PLEASE READ THE POLICY WORDING CAREFULLY**

### Definitions

For the purposes of Professional Indemnity Insurance

- 1 Agency Worker** means  
any person supplied by a temporary work agency working temporarily for and under the direction and supervision of the Insured or the Predecessors
- 2 Asbestos Risks** means
  - A) the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials
  - B) the release of Asbestos Dust
  - C) the exposure of persons buildings or property to Asbestos Dust or Asbestos Containing Materials
- 3 Asbestos** means  
crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals
- 4 Asbestos Dust** means  
fibres or particles of Asbestos
- 5 Asbestos Containing Materials** means  
any material containing Asbestos or Asbestos Dust
- 6 Bodily Injury** means  
death disease illness or bodily or mental injury
- 7 Claim** means
  - A) service of a Claim Form Counterclaim Other Additional Claim Application Notice Notice of Appeal Witness Summons or similar legal document including an application for any related injunction or
  - B) a reference to or notification of intention to commence or the commencement of proceedings of any kind including arbitration proceedings or a complaint to an ombudsman or
  - C) a written communication including electronic communications (whether or not containing a demand for compensation or damages) asserting a legal liability on the part of the Insured or
  - D) any communication in whatsoever form invoking any Pre-Action Protocols contained in the Civil Procedure Rules
- 8 Defence Costs** means  
all costs and expenses (other than costs incurred in connection with Claims Condition 8B) Dishonesty and Fraud) which are incurred by the Insurer or by the Insured with the Insurer's written consent in connection with the defence investigation or settlement of any Claim made against the Insured and notified under this Insurance and in connection with any circumstances which might give rise to a Claim  
  
The Insurer shall not unreasonably withhold its consent to the incurring of Defence Costs
- 9 Documents** means  
all
  - A) documents (excluding bearer bonds coupons bank or currency notes or other negotiable instruments)
  - B) computer systems records
 the property of the Insured or for which the Insured is responsible
- 10 Employee** means
  - A) any person including any trainee or consultant under a contract of service with the Insured or the Predecessors
  - B) any Agency Worker
 at the time of any conduct giving rise to a Claim against the Insured or at the time of any other occurrence which may be the subject of indemnity under this Insurance
- 11 Endorsement** means  
an amendment to the Policy Terms and Conditions including amendments described as Memoranda in the Schedule
- 12 The Insured** means  
the Insured as named in the Schedule Each of the following parties will in addition be deemed the Insured in respect of Claims arising out of the conduct of the Professional Business provided that each shall be subject to the terms of this Insurance to the extent such terms can apply
  - A) any partner director or Member or former partner director or Member of the Insured or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of civil liability incurred by such partner director or Member or former partner director or Member
  - B) at the Insured's request any Employee or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of civil liability incurred by such Employee
- 13 Insured's Contribution** means  
the amount for which the Insured is responsible under Insurance Clauses 1 (Civil Liability) and 2 (Awards by Ombudsmen) of this Insurance in respect of any one Claim  
  
The Insured's Contribution shall not apply to Defence Costs  
  
All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim

**14 Insurer** means

Royal & Sun Alliance Insurance plc (No 93792) St Mark's Court  
Chart Way Horsham West Sussex RH12 1XL

**15 Member** means

a member of a limited liability partnership as defined under the  
Limited Liability Partnership Act 2000

**16 Microchip** means

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

**17 North America** means

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

**18 North American Claim** means

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

**19 Predecessors** means

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

**20 Professional Business** means

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

**21 Proposal** means

the proposal form or Statement of Fact and any declaration  
completed in respect of this Insurance including any renewal  
declaration and any information supplied by or on behalf of the  
Insured in addition to or in substitution for these documents

**22 Statement of Fact** means

the document which provides details of

- A) the Insured and all material information relevant to  
this Insurance
- B) assumptions made by the Insurer about material information

If this information or these assumptions are incorrect the  
Insured must inform the Insurer as soon as possible

**23 System** includes

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

**24 Terrorism** means

an act of any person acting on behalf of or in connection  
with any individual or organisation which carries out activities  
directed towards the overthrowing or influencing by force or  
violence of Her Majesty's government in the United Kingdom or  
any government whether legally established or not

**25 Virus** means

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

**26 War Risks** means

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

## Interpretation

In this Insurance

- 1 the singular includes the plural and vice versa
- 2 the male gender includes the female and neutral genders
- 3 references to any Act or law include any rule order regulation  
or other similar instrument made thereunder and shall include  
any amendment replacement consolidation or re-enactment of  
such Act or law
- 4 any legal references within this Insurance shall include any  
equivalent legal provision in the jurisdiction of ordinary  
residence of the Insured or location of the risk insured provided  
that such jurisdiction falls within the territorial scope of  
this Insurance
- 5 the use of headings and sub-headings is for ease of reference  
only and is not intended to be construed as an aid to  
interpretation
- 6 any sentence commencing with the terms "including" or  
"includes" or any similar expression is intended to be construed  
as illustrative and not as exhaustive

## Insurance Clauses

### 1 Civil Liability

The Insurer will indemnify the Insured up to the Limit of  
Indemnity specified in the Schedule in respect of Claims first  
made against the Insured and notified to the Insurer during the  
Period of Insurance in respect of civil liability (including liability  
for claimant's costs and expenses) incurred in connection with  
the conduct of Professional Business

The Insurer will in addition pay Defence Costs incurred by the  
Insurer or by the Insured with the Insurer's written consent  
provided that the Insurer's liability for Defence Costs in relation  
to any Claim disposed of for an amount which exceeds the  
available Limit of Indemnity shall be limited to the proportion  
that the available Limit of Indemnity bears to the amount  
payable to dispose of such Claim



## 2 Awards by Ombudsmen

The Insurer will indemnify the Insured in accordance with the recommendation of any ombudsman under any recognised ombudsman scheme in respect of

- A) any amount paid or payable
- B) any Defence Costs incurred in taking any steps which the Insured is directed to take by the ombudsman in relation to a claimant

to the same extent as the Insurer is obliged to indemnify the Insured in respect of any civil liability covered under Insurance Clause 1 (Civil Liability)

## 3 Loss of or Damage to Documents

The Insurer will in the event of loss of or damage to Documents occurring in the conduct of the Professional Business and advised to the Insurer during the Period of Insurance indemnify the Insured in respect of all costs and expenses reasonably incurred by the Insured in replacing or restoring Documents up to a maximum of £250,000 during the Period of Insurance

Provided that

- A) such loss or damage is sustained while the Documents are either in transit or in the custody of the Insured or of any person to whom the Insured has entrusted them
- B) where the Documents are in electronic format the Insured can demonstrate to the reasonable satisfaction of the Insurer that the Insured had in place sufficient and proper procedures for the security and the daily back-up of Documents
- C) the Insurer shall not be liable for loss of or damage to Documents arising directly or indirectly from
  - 1) the transmission or impact of any Virus
  - 2) unauthorized access to a System

## 4 Compensation for Court Attendance

In the event of

- A) the legal advisers acting on behalf of the Insured with the consent of the Insurer requiring any principal partner Member director or Employee of the Insured to attend any court tribunal arbitration adjudication mediation or other hearing as a witness or
- B) the Insurer requesting the attendance of any principal partner Member director or Employee as an interested party at any mediation

in connection with a Claim made against the Insured and notified under this Insurance the Insurer will provide compensation to the Insured at the following rates for each day on which attendance is required

- A) Any principal partner Member or director of the Insured £750
- B) Any Employee £500

## Limits of Indemnity

- 1 The liability of the Insurer shall not exceed the Limit of Indemnity specified in the Schedule
- 2 Where the Insurer is liable to indemnify more than one person firm Insurer or body the total amount of indemnity payable under this Insurance shall not exceed the Limit of Indemnity
- 3 All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim

## Exclusions

The Insurer shall not be liable in respect of

### 1 Adjudication and Arbitration

any Claim arising out of or related to any

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

### 2 Asbestos Risks

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

### 3 Bodily Injury to Employees

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

### 4 Bodily Injury to Others or Damage to Property

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

### 5 Contractual Liabilities and Guarantees

any Claim arising from any contractual agreement in respect of

- A) any express guarantee given by the Insured or
- B) any express contractual penalty made between the Insured and a third party or
- C) any acceptance by the Insured of liability for liquidated damages

in so far as liability assumed by the Insured exceeds the amount of the Insured's liability in the absence of such agreement

## 6 Controlling Interest

any Claim made against the Insured by

- A) any entity in which the Insured or any partner Member or director or any combination of partners Members or directors of the Insured exercises or has exercised a controlling interest
- B) any entity exercising a controlling interest over the Insured by virtue of their having a financial or executive interest in the operation of the Insured

unless such Claim emanates from an independent third party

## 7 Design and Construct/Supply

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

- A) manufacture construct erect or install or
- B) supply materials or equipment

Provided this Exclusion shall not apply to project models or displays

## 8 Directors' and Officers' Liability

any Claim against any Insured in their capacity as a director officer or trustee in respect of the performance or non-performance of their duties as a director officer or trustee

## 9 Dishonesty

any dishonest or fraudulent act or omission committed by any person after there is reasonable cause for suspicion of fraud or dishonesty in relation to such person

Furthermore no indemnity shall be given to any person committing condoning or knowingly participating in any way in any act or omission of a fraudulent or dishonest nature

## 10 Employment

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

## 11 Fines Penalties and Punitive Damages etc.

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

## 12 Goods and Services

- A) any Claim arising out of the supply of any goods by or on behalf of the Insured or products manufactured constructed altered repaired treated sold supplied or distributed by or on behalf of the Insured
- B) any Claim brought by any supplier or prospective supplier arising from or in connection with the actual or prospective supply to or use by the Insured of goods or services

## 13 Insolvency of the Insured

any Claim arising out of or relating to the insolvency or bankruptcy of the Insured

Provided that this Exclusion shall not apply to any Claim

- A) in respect of monies held on behalf of third parties or
- B) for which the Insured would otherwise be indemnified by this Insurance but for the insolvency or bankruptcy of the Insured

## 14 Insured's Contribution

the Insured's Contribution

## 15 North American Jurisdiction and Operations

- A) damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any North American Claim
- B) the enforcement upholding or registration against the Insured by any arbitrator tribunal or court outside North America of any damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any North American Claim
- C) the operations of the Insured or any principal partner Member director Employee agent branch subsidiary or parent Insurer of the Insured in North America

## 16 Nuclear

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

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

## 17 Pension and Benefit Schemes

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

## 18 Pollution

any Claim or Claims based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving seepage pollution or contamination of any kind

## 19 Previous Claims or Circumstances

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

## 20 Retroactive Date

any claim or loss otherwise eligible for indemnity under this Insurance where the cause of such Claim or loss occurred or was alleged to have occurred prior to any Retroactive Date specified in the Schedule

## 21 Spite or Reckless Behaviour

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

## 22 Trading Losses

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

## 23 Transportation or Property

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

## 24 War and Terrorism

any Claim arising directly or indirectly out of War Risks or Terrorism

## 25 Road Traffic Liability

Any Claim or part of a claim or loss for which the Insured is required to hold motor insurance or security in accordance with any road traffic legislation;

## Renewal Procedure

Prior to expiry of the Period of Insurance each year the Insurer may request the Insured to complete a renewal declaration form

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

Renewal will not be invited unless a satisfactory declaration is received by the Insurer when requested prior to expiry of the Period of Insurance Failure to submit a renewal declaration form prior to expiry of the Period of Insurance will cause this Insurance to be lapsed from the expiry date

# Complaints Procedure

## Our Commitment to Customer Service

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

### Step 1

If your complaint relates to your policy then please contact the sales and service number shown in your schedule. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

### Step 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

Post: RSA Customer Relations Team  
PO Box 2075  
Livingston  
EH54 0EP

Email: [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

## Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future

Once we reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

## If you are still not happy

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Telephone: 0800 0234567 (for landline users)  
0300 1239123 (for mobile users)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.finacial-ombudsman.org.uk](http://www.finacial-ombudsman.org.uk)

You have six months from the date of our final response to refer your complaints to the FOS. This does not affect your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

## Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right

## Fair Processing Notice

### How we use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

### Who we are

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, 'we' 'us' and 'our' refers to the Group unless otherwise stated.

### How your information will be used and who we share it with

Your information comprises all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your information identifier, e.g. Internet Protocol (IP) Address or telephone number supplied by your Service Provider.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

### Sensitive Information

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

### How to contact us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA.





