



Public Sector Policy Casualty Programme

POLICY WORDING

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General Terms - Casualty Sections

(which in addition to the General Definitions and General Conditions apply to the Sections of the Policy as stated below)

Definitions

1. Circumstances

This definition applies to the Officials' Indemnity Section and Professional Indemnity Section

The word 'Circumstance' shall mean any one or more of the following

- (a) an intimation of a Claim or of an intention to claim against the Insured
- (b) any known direct or indirect criticism or dispute whether expressed or implied (whether justified or not) relating to the performance of the Insured or its Agent which is likely to give rise to third party loss or Damage
- (c) any awareness of the Insured of failing or doubt of the efficacy of its own performance or the performance of its Agent where such failing or inefficacy is likely to give rise to third party loss or Damage
- (d) any awareness of the Insured that materials goods services or action specified designed or recommended by the Insured or its Agent have failed to meet the standard required and which is likely to result in third party loss or Damage

which if the subject of a Claim (regardless of the Deductible) would fall for indemnity under this Section

2. Claim

This definition applies to the Officials' Indemnity Section and Professional Indemnity Section

The word 'Claim' shall mean a demand for or an assertion of right to Compensation attributable to

- (a) the same act error or omission
- or
- (b) a series of acts errors or omissions consequent upon or attributable to the same original cause or source

and

- (c) in respect of insurance provided under Operative Clause 2(a) of the Professional Indemnity Section all Damage arising from any one Event

3. Damage

This definition applies to the Public and Products Liability Section and Officials' Indemnity Section This definition shall not apply to the Professional Indemnity Section which has its own definition

The word 'Damage' shall mean

- (a) physical loss of or damage to tangible property including attendant loss of use of such property
- (b) nuisance trespass or interference with any easement right of air light water or way

4. Financial Loss

The words 'Financial Loss' shall mean financial loss unaccompanied by either

- (a) Injury
- or
- (b) Damage

Conditions

1. Claims (Duties owed by the Insured)

This condition applies to the Officials' Indemnity Section and Professional Indemnity Section

Special definition

The words 'Letter of Claim' where used in this condition shall include any request in writing indicating an intention to claim against the Insured that specifies sufficient information about the incident to enable it to be investigated and includes at least preliminary information as to the nature of the injury or damage sustained or alleged error and as defined in any protocols issued under the Civil Procedure Rules (or any amendments or supervening legislation)

(a) (i) If during the Period of Insurance the Insured shall receive a Claim the Insured shall as soon as possible give notice thereof to the Company

(ii) If a Circumstance should exist or arise which the Insured becomes aware of during the Period of Insurance in respect of an act error or omission committed or occasioned or alleged to have been committed or occasioned prior to the expiry of the Period of Insurance and after the Retroactive Date stated in the Schedule the Insured shall as soon as possible after awareness give notice thereof to the Company in writing

1. during the Period of Insurance or
2. within thirty days after the end of the Period of Insurance

and the Company will consider any Claim arising from such Circumstance to have been made and reported in the Period of Insurance

The Insured shall promptly and fully inform the Company of all developments of which it becomes aware concerning such Circumstance

(iii) If the Company shall cancel the Section or Policy the Insured may give notice of any Claim or Circumstance within a further thirty days following expiry of the cancellation notice in which case such notice shall be deemed to have been given during the Period of Insurance

(iv) When notifying the Company of a Claim or Circumstance the Insured shall provide the following details

1. A description of the date time and place of the negligent act negligent error or negligent omission
2. A description of what happened

3. A description of what damages may result
4. The identity of the person or organisation that may make a Claim including in any court or other legal proceedings
5. The identity of the Insured that committed the negligent act negligent error or negligent omission
6. The identity of any witnesses

(b) Any pre-action Letter of Claim should be acknowledged or a preliminary response provided in accordance with and within the time period fixed for that purpose in the relevant protocol issued under the Civil Procedure Rules providing details of this Policy and a copy of both the pre-action Letter of Claim and the response shall be forwarded to the Company at the same time

(For avoidance of doubt in relation to a Letter of Claim in respect of personal injury this is within twenty-one days of receipt and in relation to a Letter of Claim in respect of defamation this is within fourteen days of receipt)

Following receipt by the Insured of a pre-action Letter of Claim the Insured shall within forty five days provide to the Company copies of all documents records and minutes of meetings necessary to consider the claim fully The Insured shall also give to the Company all such proofs and information with respect to any claim as the Company may require together with (if demanded) a statutory declaration of the truth of such claim and of any matters relating thereto

- (c) Every writ summons or claim form process impending prosecution notice requiring arbitration notice of an inquest or fatal accident inquiry in connection with any such Circumstance or Claim aforesaid shall be immediately forwarded to the Company unacknowledged
- (d) Other than as prescribed in (a) and (b) within thirty days of any Circumstance or event aforesaid or such further time as the Company may in writing allow the Insured shall give full particulars of the Circumstance or Claim
- (e) The Insured if required by the Company shall attend all proceedings and alternative dispute resolution meetings and assist the Company in the giving of evidence and the attendance of witnesses and shall give the Company all information and assistance including technical assistance and do and concur in doing whatever the Company may require in connection with any Circumstance or Claim
- (f) The Insured shall bear their own costs and expenses incurred in complying with this

Condition unless specific indemnity is provided within the Section

- (g) The Insured shall not incur any liability for costs or expenses in connection with any Claim or Circumstance to any other party or person without the written consent of the Company nor make any admission offer promise payment indemnity negotiation towards settlement or anything which could be construed as such in respect of any Claim or Circumstance save that the Company shall not object to the Insured carrying out or arranging to carry out remedial work at its own expense which is intended to avoid a Claim or Circumstance arising
- (h) The Insured shall take all reasonable steps to prevent further loss

2. Claims (Company's rights)

This condition applies to the Officials' Indemnity Section and Professional Indemnity Section

- (a) The Company may
 - (i) investigate handle and control any Claim or Circumstance notified to it at its absolute discretion and may settle compromise or make ex-gratia payments in respect thereof and generally conduct any proceedings process or actions related to such Claim or Circumstance as it deems appropriate and the costs incurred by the Company in this undertaking (including Claim Investigation Expenses) shall be subject to any Deductible shown in the Section Schedule irrespective of whether an indemnity is subsequently provided to the Insured in respect of such Claim or Circumstance
 - (ii) at its discretion take over and control the legal representation of the Insured at any inquest inquiry or other proceedings in any Court concerning any matter that has or may give rise to a Claim hereunder and/or the defence and settlement of any Claim The Company shall conduct such representation and defence and settlement of Claims as it sees fit so to do In the event that the Company makes any payment the Insured will on demand pay to the Company the amount of the Deductible applicable

In the event of a dispute between the Insured and the Company as to whether the Insured shall be required to contest any legal proceedings then the Company shall only require the Insured to contest the same if a counsel mutually agreed between the Insured and the Company (or in the event of disagreement appointed by the President of the Bar Council) shall advise that there are reasonable prospects of successfully defending the Claim or limiting the exposure of the Insured to legal liability by so doing

- (b) Any statement or information or fact relating to the Claim or Circumstance given to such legal representation by the Insured shall be deemed to have been also made direct to the Company
- (c) The Company may at any time pay to the Insured the amount of the Limit of Indemnity (less any sum already paid or expended during the Period of Insurance and less the amount of any Deductible) or any lesser amount for which any Claim can be settled and shall then cease to have the conduct and control of the Claim or proceedings and be under no further liability in respect of such Claim as from such date The Company shall not be responsible for any loss which the Insured may claim to have sustained by reason of the Company having so acted For the purposes of this sub-clause "any lesser amount" may include an undertaking by the Company to pay any costs and interest awarded against an Insured when ascertained by a Court or Arbitrator

Employers' Liability Section

Definition

In this Section the following term shall have the following meaning

1. Offshore Work

The words 'Offshore Work' shall mean visits or work undertaken by an Employee from the time the Employee embarks into a conveyance whether airborne or waterborne for transport to an offshore installation or associated structure until such time as the Employee disembarks from the conveyance onto land upon his return from such installation or associated structure

The words 'Offshore Installation' and 'Associated Structure' shall have the same meanings as they are interpreted in the Mineral Workings (Offshore Installations) Act 1971 and the Offshore Installations (Application of the Employers' Liability (Compulsory Insurance) Act 1969) Regulations 1975

Cover

1. Bodily Injury

The Company will indemnify the Insured subject to the Limit of Indemnity stated in the Schedule against legal liability to pay Compensation for Bodily Injury sustained by any Employee arising out of and in the course of employment by the Named Insured in connection with the Business and caused during the Period of Insurance within

- (a) Great Britain Northern Ireland the Isle of Man or the Channel Islands and offshore installations in territorial waters around Great Britain and its continental shelf
- (b) elsewhere in the world where any Employee normally resident in the territories stated in (a) above is temporarily working in connection with the Business

2. Claimants' Costs and Expenses

The Company will indemnify the Insured subject to the Limit of Indemnity stated in the Schedule against legal liability for claimants' costs and expenses in connection with the indemnity provided under clause 1 of the Cover

3. Defence Costs and Expenses

The Company will indemnify the Insured subject to the Limit of Indemnity stated in the Schedule in respect of all

- (a) costs of legal representation reasonably incurred with the Company's written consent at any
 - (i) coroner's inquest or other inquiry in respect of any death
 - (ii) proceedings in any court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings) in respect of any act or omission causing or relating to any occurrence
- (b) other costs and expenses reasonably incurred with the Company's written consent in relation to any matter

which may be the subject of indemnity under clause 1 of the Cover

4. Health and Safety at Work Act Prosecution Defence Costs

The Company will indemnify the Named Insured and at the request of the Named Insured any Employee of the Named Insured subject to the Limit of Indemnity as stated in the Schedule in respect of legal costs and other expenses reasonably incurred with the Company's written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern

Ireland) Order 1978 or any similar UK health and safety legislation and regulations committed or alleged to have been committed during the Period of Insurance in the course of the Business

Provided that

- (a) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- (b) the proceedings relate to the health safety or welfare of any Employee
- (c) the indemnity will not apply to
 - (i) proceedings consequent upon any deliberate act or omission
 - (ii) fines or penalties of any kind
 - (iii) the bringing of any appeal solely against the amount of any fine or penalty
 - (iv) any circumstances where indemnity is provided by any other insurance or where but for the existence of this clause 4 of the Cover indemnity would have been provided by such other insurance

5. Corporate Manslaughter And Corporate Homicide Act 2007 Defence Costs

The Company will indemnify the Named Insured in respect of all costs of legal representation incurred with the Company's written consent for

- 1. the defence of any criminal proceedings or
- 2. in an appeal against conviction arising from such proceedings

brought against the Named Insured for an offence of corporate manslaughter or corporate homicide arising under the Corporate Manslaughter and Corporate Homicide Act 2007 (or any subsequent amending legislation thereof) committed or alleged to have been committed during the Period of Insurance in the course of the Business

Provided that

- (a) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- (b) the proceedings relate to the death of any Employee
- (c) the indemnity will not apply to
 - (i) proceedings consequent upon death resulting from any deliberate act or omission but this exclusion shall not apply where death is caused by the way in which the Business is managed or organised by the Named Insured and amounts to a gross

breach of a relevant duty of care owed by the Named Insured to the deceased

- (ii) fines or penalties of any kind
- (iii) any circumstances where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause 5 of the Cover indemnity would have been provided by such other source or insurance

- (d) the financial limit of the Company's liability under this clause 5 of the Cover shall not exceed in the aggregate in respect of all acts or omissions committed or alleged to have been committed during the Period of Insurance the amount stated in the Section Schedule as the Limit of Indemnity and for the avoidance of doubt this financial limit amount under this clause 5 of the Cover shall form part of and not be in addition to the Limit of Indemnity
- (e) for the avoidance of doubt where there is a Deductible stated in the Section Schedule (or any claim reimbursement amount instead of a Deductible otherwise agreed) it shall apply in respect of this clause 5 of the Cover and the amount of the Deductible or such claim reimbursement amount shall form part of the specified amount detailed in (d) above as the Company's limit of liability and such limit shall not apply in excess of the amount stated as the Deductible or claim reimbursement amount

6. Compensation for Court Attendance

Where at the request of the Company or their representatives any of the undermentioned persons attend a court or tribunal or other forum as a witness in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will at their discretion provide compensation to the Insured at the following rates per day for each day or part thereof on which attendance is required

- (a) any Member or Governor or director of the Named Insured £500.00
- (b) any other Employee £200.00

7. Indemnity to Principal

If the Insured so requests the Company will indemnify any principal for whom the Insured is carrying out work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured but only to the extent required by the terms and conditions of such contract or agreement

Provided that

- (i) said principal shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply

- (ii) the Company's aggregate liability to all parties comprising the Insured and the said principal shall not exceed the Limit of Indemnity

8. Private Duties

The definition of 'Business' extends to include the execution of private duties undertaken with the consent of the Named Insured by any Employee for any director or other senior official of the Named Insured

9. Unsatisfied Court Judgements

Where a judgement for damages has been obtained by any Employee or the legal personal representatives of any Employee in respect of Bodily Injury sustained by the Employee and caused during the Period of Insurance arising out of and in the course of employment by the Insured in connection with the Business against any company or person operating from or resident in premises within Great Britain Northern Ireland the Isle of Man or the Channel Islands in any court situate in the said territories and such judgement remains unsatisfied in whole or in part 6 months after the date of judgement then at the request of the Insured the Company will pay to the Employee or the said legal personal representatives subject to the Limit of Indemnity stated in the Schedule the amount of any such damages and awarded costs that remain unsatisfied

Provided that

- (a) there is no appeal outstanding
- (b) if any payment is made by the Company the Employee or the said legal personal representatives shall assign the judgement to the Company
- (c) all reasonable steps necessary to protect the ability to recover from the party against whom the judgement was obtained have been taken



Limit of Indemnity

The Limit of Indemnity is stated in the Section Schedule and applies to the Compensation payable in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause and is inclusive of all claimants' and defence costs and expenses payable under Cover clauses 2 3 4 and 5



Condition

Claims (Right of Recovery)

The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain Northern Ireland the Isle of Man and the Channel Islands but the Insured shall repay to the Company all sums paid by the Company which they would not have been liable to pay but for the provision of such law

Exclusions

The Company shall not be liable to indemnify the Insured in respect of

1. any amount payable under workmen's compensation social security or health insurance legislation save for any compensation recovery unit payments that may be required by the Social Security Acts 1989 and 1990
2. any claim arising directly or indirectly out of Offshore Work
3. any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation

Endorsement

The following endorsement is only operative if shown on the Employers' Liability Section Schedule and is subject otherwise to the terms conditions and exclusions of the Section and the Policy

EL01. Offshore Extension

It is hereby agreed that Section Exclusion 2 is deemed to be deleted and in respect of liability arising directly or indirectly out of Offshore Work it is agreed that the Limit of Indemnity is restricted to £5,000,000 any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause and is inclusive of all claimants' and defence costs and expenses

Public and Products Liability Section

Definition

In this Section the following term shall have the following meanings

1. Products

The word 'Products' shall mean anything tangible (including containers packaging or labels) manufactured sold supplied hired out repaired serviced altered upgraded installed erected processed tested treated stored or transported by or on behalf of the Insured in connection with the Business after they have ceased to be in the custody or control of the Insured

Cover

1. Legal Liability

The Company will indemnify the Insured subject to the Limits of Indemnity in respect of all sums which the Insured shall become legally liable to pay as Compensation for and arising out of accidental Injury or Damage occurring during the Period of Insurance and arising in connection with the Business

2. Claimants' Costs and Expenses

The Company will in addition indemnify the Insured against legal liability for claimants' costs and expenses in connection with the indemnity provided under clause 1 of the Cover

3. Defence Costs and Expenses

The Company will in addition indemnify the Insured in respect of all

- (a) costs of legal representation reasonably incurred with the Company's written consent at any
 - (i) coroner's inquest or other inquiry in respect of any death
 - (ii) proceedings in any court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings) in respect of any act or omission causing or relating to any occurrence
- (b) other costs and expenses reasonably incurred with the Company's written consent in relation to any matter

which may be the subject of indemnity under clause 1 of the Cover

4. Consumer Protection Act or Health and Safety at Work Act or Food Safety Act Prosecution Defence Costs

The Company will indemnify the Named Insured and at the request of the Named Insured any Employee of the Named Insured in respect of legal costs and other expenses reasonably incurred with the Company's written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of

- (a) the Consumer Protection Act 1987 or any amending legislation or
- (b) the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any similar United Kingdom health and safety legislation and regulations or
- (c) the Food Safety Act 1990 or any amending legislation

committed or alleged to have been committed during the Period of Insurance in the course of the Business

Provided that

- (a) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- (b) the proceedings do not relate to the health safety or welfare of any Employee
- (c) the indemnity will not apply to
 - (i) proceedings consequent upon any deliberate act or omission
 - (ii) fines or penalties of any kind
 - (iii) the bringing of any appeal solely against the amount of any fine or penalty
 - (iv) any circumstances where indemnity is provided by any other insurance or where but for the existence of this clause 4 of the Cover indemnity would have been provided by such other insurance

5. Corporate Manslaughter And Corporate Homicide Act 2007 Defence Costs

The Company will indemnify the Named Insured in respect of all costs of legal representation incurred with the Company's written consent for

- 1. the defence of any criminal proceedings or
- 2. in an appeal against conviction arising from such proceedings

brought against the Named Insured for an offence of corporate manslaughter or corporate homicide arising under the Corporate Manslaughter and Corporate Homicide Act 2007 (or any subsequent amending

legislation thereof) committed or alleged to have been committed during the Period of Insurance in the course of the Business

Provided that

- (a) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- (b) the proceedings relate to the death of any person other than an Employee
- (c) the indemnity will not apply to
 - (i) proceedings consequent upon death resulting from any deliberate act or omission but this exclusion shall not apply where death is caused by the way in which the Business is managed or organised by the Named Insured and amounts to a gross

breach of a relevant duty of care owed by the Named Insured to the deceased

- (ii) fines or penalties of any kind
- (iii) any circumstances where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause 5 of the Cover indemnity would have been provided by such other source or insurance

(d) the financial limit of the Company's liability under this clause 5 of the Cover shall not exceed in the aggregate in respect of all acts or omissions committed or alleged to have been committed during the Period of Insurance the amount stated in the Section Schedule as the Limit of Indemnity and this financial limit amount under this clause 5 of the Cover shall

- (i) form part of and not be in addition to the Limit of Indemnity and
- (ii) be inclusive of all amounts paid under clauses 2 3 and 4 of the Cover

(e) for the avoidance of doubt where there is a Deductible stated in the Section Schedule it shall apply in respect of this clause 5 of the Cover and the amount of the Deductible shall form part of the specified amount detailed in (d) above as the Company's limit of liability and such limit shall not apply in excess of the amount stated as the Deductible

6. Data Protection Act 1998

The Company will indemnify the Named Insured and if the Named Insured so requests any Employee of the Named Insured in respect of their liability to pay Compensation for damage or distress under section 13 of the Data Protection Act 1998 including reasonable defence costs and expenses incurred with the written consent of the Company and in addition the reasonable defence costs incurred with the written consent of the Company relating to a prosecution brought under the Data Protection Act 1998 in relation to a claim made by any person

Provided that

- (a) any claim for Compensation is first made or prosecution first brought against the Named Insured during the Period of Insurance
- (b) the Named 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
- (c) no indemnity is granted in respect of
 - (i) the payment of fines or penalties

- (ii) the cost of replacing reinstating rectifying erasing blocking or destroying any data
 - (iii) liability caused by or arising from a deliberate or intentional act by or omission of the Named Insured or any person eligible for indemnity by this extension the effect of which will knowingly result in liability under the Data Protection Act 1998
 - (iv) claims which arise out of circumstances notified to previous insurers or are known to the Insured and likely to give rise to indemnity under this extension at the start of the Period of Insurance
 - (v) liability for which indemnity is provided under any other insurance
- (d) in respect of each and every claim or claims arising from an Event under this extension the Named Insured shall be liable for 10% of the cost of such claim or claims or £500 which ever is the greater
- (e) the Company's liability under this extension is limited to £500,000 in respect of all Events during any one Period of Insurance

7. Motor Contingent Liability

Notwithstanding Section Exclusion 5 the Company will indemnify the Named Insured and no other for the purposes of this clause against legal liability arising from or caused by any motor vehicle not the property of nor provided by the Named Insured and being used in connection with the Business

Provided that the Company will not provide indemnity in respect of liability

- (a) for loss of or damage to such vehicle or property carried
- (b) more specifically insured under any other insurance or which would be so insured but for the existence of this clause
- (c) arising or caused whilst such vehicle is being
 - (i) driven by the Named Insured
 - (ii) driven with the general consent of the Named Insured or his representative by any person who to the knowledge of the Named Insured or such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
 - (iii) used elsewhere than in Great Britain Northern Ireland the Isle of Man or the Channel Islands

8. Compensation for Court Attendance

Where at the request of the Company or their representatives any of the undermentioned persons

attend a court or tribunal or other forum as a witness in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will at their discretion provide compensation to the Insured at the following rates per day for each day or part thereof on which attendance is required

- (i) any Member or Governor or director of the Named Insured £500.00
- (ii) any other Employee £200.00

9. Indemnity to Principal

If the Named Insured so requests the Company will indemnify any principal for whom the Insured is carrying out work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured but only to the extent required by the terms and conditions of such contract or agreement

Provided that

- (i) said principal shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply
- (ii) the Company's aggregate liability to all parties comprising the Insured and the said principal shall not exceed the Limit of Indemnity

10. Private Duties

The definition of 'Business' extends to include the execution of private duties undertaken with the consent of the Named Insured by any Employee for any director or other senior official of the Named Insured

11. Overseas Personal Liability

The Company will indemnify the Named Insured and if the Named Insured so requests any director of the Named Insured or Employee (including their families whilst accompanying them) against legal liability incurred in a personal capacity whilst engaged in visits in connection with the Business outside the Territorial Limits

Provided that

- (a) each party covered hereunder shall observe fulfil and be subject to the terms and conditions of the Policy insofar as they can apply
- (b) the Company's aggregate liability to all bodies corporate or entities comprising the Named Insured and any other party or parties shall not exceed the Limit of Indemnity
- (c) the Company will not provide indemnity
 - (i) in respect of legal liability caused by or arising out of the ownership or occupation of land or buildings

- (ii) where indemnity is provided by any other insurance or where but for the existence of this Policy indemnity would have been provided by such other insurance

12. Servicing of Motor Vehicles

The indemnity provided by this Section is extended to indemnify the Insured subject to the Limit of Indemnity stated in the Schedule against liability arising from or caused by the Servicing of Vehicles and for the purposes of this endorsement Section Exclusion 1(b) and 1(d) shall not apply

Provided that

- (a) The indemnity provided by this cover clause does not apply to liability for Damage to property belonging to or held in trust or in the custody or control of by or on behalf of the Named Insured other than to any Vehicle directly arising from or caused by Servicing
- (b) notwithstanding Section Exclusion 7(a) for the avoidance of doubt the indemnity provided by this cover clause does not apply to liability for any costs and expenses incurred in the repairing of inspection of alteration of correction of or replacement to any part or component of the Vehicle arising out of defective materials servicing or workmanship which is the subject of the Servicing

For the purposes of this cover clause the terms

'Servicing' shall mean repair testing servicing alteration maintenance or inspection of any Vehicle

'Vehicle' shall mean any mechanically propelled vehicle trailer caravan or agricultural implement including its accessories and spare parts whilst on or temporarily detached therefrom

13. Premises Owned By Named Insured - Indemnity to Hirer for Damage

If the Named Insured so requests the Company will indemnify individuals and organisations (excluding political parties or professional entertainers) in respect of Damage to the Named Insured's property arising from the hire of premises owned by the Named Insured and for which the individual and organisation are held legally responsible under the terms of the Named Insured's hiring agreement and for the purposes of this cover clause exclusion 1(a) shall not apply in respect of such Damage

Provided that

- (a) each party covered hereunder shall observe fulfil and be subject to the terms and conditions of the Policy insofar as they can apply
- (b) the Company's aggregate liability to all parties indemnified under this clause 13 of the Cover in respect of all claims arising from an Event shall not exceed £1,000,000

- (c) liability would have attached to the individual or organisation in the absence of the Named Insured's hiring agreement
 - (d) the Deductible shall not apply but the Company shall not be liable for the first £500 in respect of all claims arising from an Event and for the avoidance of doubt such amounts shall not count to any section or policy aggregate deductible
- (ii) in respect of the costs incurred in removing rebuilding repairing rectifying or replacing any such premises or part of such premises

14. Personal Liability of Students

The Company will indemnify any student or pupil (in full or part time education) against legal liability incurred in a personal capacity whilst on trips anywhere within and outside the Territorial Limits organised by the Named Insured or whilst participating in a recognised activity of any club or society organised by the Named Insured

Provided that

- (a) each party covered hereunder shall observe fulfil and be subject to the terms and conditions of the Policy insofar as they can apply
- (b) the Company's aggregate liability to all parties comprising the Insured and all parties insured under this clause 14 of the Cover shall not exceed the Limit of Indemnity regardless of the number of parties claiming to be indemnified
- (c) the Company will not provide indemnity
 - (i) in respect of legal liability caused by or arising out of the ownership or occupation of land or buildings
 - (ii) where indemnity is provided by any other insurance or where but for the existence of this Policy indemnity would have been provided by such other insurance

15. Defective Premises Act

The Company will indemnify the Insured against legal liability incurred by virtue of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned for purposes pertaining to the Business which were disposed of by the Insured prior to the occurrence of the Injury or Damage giving rise to liability

Provided that

- (a) the Injury or Damage giving rise to such legal liability occurs during the Period of Insurance
- (b) the Company will not provide indemnity
 - (i) where indemnity is provided by any other insurance or where but for the existence of this Policy indemnity would have been provided by such other insurance

Limit of Indemnity

The Limit of Indemnity is stated in the Schedule and applies to Compensation payable in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause and shall be inclusive of all defence costs and expenses payable under clause 5 of the Cover In respect of liability arising from Products the Limit of Indemnity shall be the total amount payable during any one Period of Insurance in respect of all claims

Provided that

- (a) where the Limit of Indemnity is less than the total amount of the Insured's liability (the total liability excluding any costs and expenses) then the costs and expenses payable under Cover Clauses 2 and 3 shall be limited to the proportion that the Limit of Indemnity bears to the total amount of such liability
- (b) the Deductible in respect of damages and claimants' costs and expenses will be payable before the Company shall be liable to make a payment

Exclusions

The Company shall not be liable to indemnify the Insured in respect of

1. the cost of making good Damage to property
 - (a) belonging to the Insured or
 - (b) being that part of any property worked upon by the Insured and arising out of such work or
 - (c) being any Product (other than any Product supplied under a separate contract) or
 - (d) in the Insured's care custody or control

except that exclusion 1(d) will not apply to

 - (i) the personal effects (including vehicles and their contents) of any visitor or Employee of the Named Insured
 - (ii) premises (including their fixtures fittings and contents) not owned by or leased rented or hired to the Named Insured which are temporarily occupied by the Insured for the purposes of carrying out work therein or thereon or (where the Named Insured are a fire authority) which are temporarily occupied by the fire authority for training purposes
 - (iii) premises (including their fixtures and fittings) leased rented or hired to the Named Insured provided that the Company will not provide indemnity in respect of
 - (i) liability assumed by the Named Insured under a tenancy or other agreement unless liability would have attached in the absence of such agreement
 - (ii) the first £1000 of each and every occurrence of loss or damage caused to any such premises fixtures or fittings other than by fire or explosion
 - (iii) the disposal of property which has been the subject of illegal distraint

2. liability assumed by the Insured under contract or agreement to any person firm or company who is a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999 unless the Company has signified its approval to the form of such contract or agreement or such liability would have attached notwithstanding such contract or agreement

3. liability arising from Products attaching by virtue of an agreement but which would not have attached in the absence of such agreement unless the Company shall have signified its general approval to the form of such contract or agreement by endorsement hereon

4. liability arising from the ownership possession or use by or on behalf of the Insured of any vessel or craft (other than non powered water craft) made or intended to float on or in or travel through water or air or space but this Exclusion shall not apply to any waterborne vessel or craft not exceeding 30 feet in length other than power boats used for racing

This exclusion shall not apply in respect of the use of vessels not belonging to the Insured and used for the purpose of conveyance of personnel or equipment in an emergency

5. liability arising from or caused by the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle or plant used in circumstances where the Insured is or but for the fact that it is a public authority would be required to insure except

- (a) any vehicle or plant
 - (i) not requiring a licence for road use or a certificate of motor insurance or other security or
 - (ii) being used as a tool of trade at any premises of the Insured or on the site of any contract where the Insured is working
- (b) the loading or unloading or the bringing to or taking away of a load from any mechanically propelled vehicle or plant

Provided that the Company will not grant indemnity

- (i) in respect of liability which is compulsorily insurable under any road traffic legislation or but for the fact that the Insured is a public authority would be required to insure
 - (ii) if indemnity is provided by any other insurance
6. liability arising out of or for the cost of removing nullifying or clearing up any actual or alleged Pollution or Contamination
 - (a) within the United States of America its territories and possessions Puerto Rico and Canada or
 - (b) elsewhere in the world unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

Provided that

- (i) notwithstanding General Condition 17 or any amendment thereto the Company shall not grant indemnity in respect of any claim brought in the courts of the United States of America its territories and possessions Puerto Rico and Canada or in respect of the enforcement of a judgement obtained in any such courts

- (ii) all Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- (iii) the liability of the Company for all Compensation payable in respect of all Pollution or Contamination which has occurred or is deemed to have occurred during the Period of Insurance shall not exceed the Limit of Indemnity in the aggregate

For the purpose of this Exclusion 'Pollution or Contamination' shall mean

- A. all pollution or contamination of buildings or other structures or water or land or the atmosphere
- and
- B. all Damage or Injury directly or indirectly caused by such pollution or contamination

- 7. liability for costs and expenses for
 - (a) the repair inspection alteration correction or replacement of defective materials service or workmanship or
 - (b) the withdrawal recall inspection alteration correction or making of any refund in respect of Products
- 8. (a) liability arising out of Products comprising or incorporated in or on any aircraft spacecraft or military or naval missile
- (b) liability arising out of Products comprising or incorporated in ground support or control equipment used for the purpose of guidance navigation or direction of any aircraft spacecraft or military or naval missile
- 9. liability in respect of loss of information or the provision of wrong information in or from computer programmes tapes or data recording equipment unless as a direct consequence of physical loss of or damage to tangible property
- 10. liability in respect of Bodily Injury sustained by an Employee and arising out of and in the course of his employment by the Insured
- 11. liability for Financial Loss
- 12. legal liability of any nature directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Insured or not and whether occurring before during or after the year 2000
 - (a) correctly to recognise any date as its true calendar date
 - (b) to capture save or retain and/or correctly to manipulate interpret or process any data or

information or command or instruction as a result of treating any date otherwise than as its true calendar date

- (c) to capture save retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture to save retain or correctly to process such data on or after such date

- 13. liability for Bodily Injury arising from an act or omission in the provision of or failure to provide Health Care but this shall not apply (in so far as indemnity is otherwise provided) in respect of legal liability directly or indirectly resulting from caused by contributed to attributed to or in any way related to Abuse

For the purpose of this exclusion the words

- (a) 'Health Care' shall mean health care (but not First Aid) rendered by members of the health care and allied services or by others consequent on decisions or judgements made by such members

Such members shall include but not be limited to

- (i) medical and dental practitioners
- (ii) nurses
- (iii) midwives
- (iv) pharmacists
- (v) professions allied to medicine
- (vi) care assistants and nursing auxiliaries
- (vii) ambulance personnel
- (viii) laboratory technicians
- (ix) social workers

- (b) 'First Aid' shall mean emergency care (other than pre planned emergency treatment for specific individuals) given immediately to an injured or sick person by an Employee in the course of carrying out their duties when undertaking the Named Insured's Business

- 14. liability arising out of flying operations and activities incidental thereto in respect of any airport owned or operated by the Insured
- 15. liability arising out of any work away from premises owned or leased or rented by the Named Insured involving the use of grinding wheels cutting discs angle grinders electric oxy-acetylene or other welding or cutting equipment blow torches blow lamps or flame guns or hot air guns heated tar bitumen or asphalt or any other process involving the application of heat other than this exclusion shall not apply to the use of electric soldering irons
- 16. any liability cost or expense arising out of the Riot Damages Act 1886
- 17. liability under the Data Protection Act 1998 or similar legislation outside the United Kingdom other than as provided for in clause 6 of the Cover

Endorsements

The following endorsements are only operative if shown on the Public and Products Liability Section Schedule and are subject otherwise to the terms conditions and exclusions of the Section and the Policy

PL02. Heat Work Away Conditions

Definitions applicable to this endorsement: The word 'Equipment' shall mean

- (a) grinding wheels cutting discs angle grinders electric oxy-acetylene or other welding or cutting equipment blow torches blow lamps or flame guns or hot air guns in each case howsoever powered or driven

and or

- (b) gas powered soldering irons

including all gas or fuel containers and hose connections

The words 'Bitumen Heaters' shall mean vessels for the heating of tar bitumen or bituminous compounds

Section Exclusion 15 shall not apply but the Company shall not be liable to indemnify the Insured in respect of liability arising from or caused by the use of Equipment or Bitumen Heaters away from premises owned by or leased or rented to the Named Insured unless the following precautions are taken at all times

- (a) a responsible worker is appointed to facilitate compliance with all requirements of these conditions
- (b) prior permission from the occupier/owner of the site has been granted to use the Equipment or Bitumen Heaters and suitable and adequate fire extinguishing appliances are provided at the point of use

Suitable and adequate fire extinguishing appliances shall as a minimum mean a nine litre water or a two kilogram multi purpose fire extinguisher

- (c) all workers are aware of the location of fire alarms and fire fighting equipment provided on site which shall be ready for operation at the time the Equipment or Bitumen Heaters are in use
- (d) the item being worked on and the area where the Equipment is to be used including on the other side of any ceiling floor wall or partition and within and on the other side of any tank pipe drum or apparatus are checked to ensure that no combustible material or inflammable liquid or gas is in

danger of ignition directly or through conducted heat

- (e) all combustible materials or inflammable liquid or gases in the vicinity of the work other than gas or fuel connected to the Equipment shall be removed to a point at least eight metres from the area where the Equipment is being used

Any combustible material or inflammable liquid or gases which can not be reasonably moved shall be covered and fully protected by overlapping sheets/screens of non combustible material

Where the nature of materials or liquids or gases can not be properly verified by a suitably qualified person as non combustible or non inflammable they must be assumed as combustible or inflammable and all stated precautions be carried out in full

- (f) Equipment and Bitumen Heaters are examined prior to use and any defects found are repaired or replaced prior to use
- (g) Equipment and Bitumen Heaters are attended at all times whilst in operation and only used in accordance with the manufacturers instructions and by a worker who is trained and experienced in its use
- (h) whilst heating is taking place Bitumen Heaters are kept in the open or if within a building or on a roof then placed on a surface of non combustible material
- (i) the area where the Equipment has been used including on the other side of any floor wall ceiling or partition and within and on the other side of any tank pipe drum or apparatus is to be examined immediately following use of the Equipment and then at regular intervals for at least one hour to ensure that there is no risk of fire

PL05. Libel And Slander

Definition

In this endorsement the following term shall have the following meaning

1. **Claim**
The word 'Claim' shall mean a demand for or an assertion of right to Compensation
2. The word 'Publication' shall mean any notice agenda minutes or reports of meetings of the Insured and correspondence or publications relating to the Named Insured's activities whether recorded in printed page electronic data or other permanent media

Injury is hereby extended under this Section to include

- (a) libels appearing in any Publication normal to the conduct of the Named Insured's Business accidentally committed or occasioned by the Insured in good faith
- (b) slanders in oral utterances accidentally committed or occasioned by any Employee in good faith in the course of and in pursuance of the Business
- (c) notwithstanding **General Exclusion 6. Cyber Risk – Third Party** which shall not apply to this paragraph (c) libels accidentally committed or occasioned by the Insured in good faith appearing in any Publication comprising documents agendas minutes or reports of meetings that have been vetted and formally approved for publication by the Named Insured on their official website maintained by them

but only in respect of any Claim which is both first made against the Insured and notified to the Company during the Period of Insurance or notified to the Company within thirty days after the end of the Period of Insurance and provided that

- (i) the date of the Publication or utterance on which the Claim is based occurred during the Period of Insurance
- (ii) the liability of the Company in respect of all Claims (including claimants' and defence costs and expenses as indemnified for under clause 2 and 3 of the Cover) in any one Period of Insurance shall not exceed in the aggregate £1,000,000 and for the avoidance of doubt as regards all Compensation costs and legal expenses incurred or awarded in connection with any one Publication or utterance whether or not all claims in respect thereof shall be made during the same Period of Insurance
- (iii) this extension shall not apply to libels or slanders made to or by one Employee or former Employee of the Named Insured against another or to libels or slanders committed or occasioned by the Insured in connection with any obligation owed by the Named Insured as employer to any Employee or former Employee or made by any member of a joint venture to any other member thereof
- (iv) General Condition 12 — Cross Liabilities shall not apply to this extension

PL06. North American Jurisdiction

General Condition 17 shall not apply and any indemnity provided by this Section in respect of legal liability to pay Compensation (including claimants' costs and expenses) shall operate in accordance with the law of any country however

with respect to any judgement award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award payment or settlement either in whole or in part) the following additional conditions shall apply

- (a) the Limit of Indemnity stated in the Schedule is inclusive of claimants' and defence costs and expenses
- (b) the Company will not be liable for the Deductible stated in the Schedule

Officials' Indemnity Section

Definitions

In this Section the following terms shall have the following meaning

1. Employee

The word 'Employee' shall in addition to General Definition 19 for the purposes of this Section include and/or also mean

- (a) any Member
- (b) any Governor
- (c) members of schemes or associations formed to assist in the activities of the Named Insured
- (d) any Justice of the Peace
- (e) persons seconded from other public authorities
- (f) the staff of the magistrates courts committee
- (g) any volunteer worker acting under the authority of the Named Insured
- (h) the returning officer and/or acting returning officer at elections or persons officially acting for them during the course of their duties
- (i) the local registrar of land charges during the course of their duties
- (j) any director of the Named Insured

whilst working directly for the Named Insured in connection with the Business

2. Error

The word 'Error' shall mean any (actual or alleged)

- (a) negligent act or omission or accidental error
- (b) breach of statutory duty which shall for the avoidance of doubt include any breach of statutory duty without need to prove carelessness
- (c) breach of a common law duty of care arising from the imposition of a statutory duty or from its performance

- (d) misfeasance in a public office
- (e) breach of trust
- (f) breach of warranty of authority

3. Insured

At the request of the Named Insured the word 'Insured' shall in addition to paragraph (a) of General Definition 27 for the purposes of this Section also mean

- (a) any Employee of the Named Insured in respect of liability for which the Named Insured would have been entitled to indemnification under this insurance if the Claim had been made against the Named Insured and shall include
 - (i) any former Employee in respect of Claims which arise out of the exercise and conduct of the Business during the period whilst the Employee is or was employed by the Named Insured
 - (ii) any former Employee of the Named Insured who has continued as a self-employed consultant contracted by the Named Insured and/or any such consultant who is no longer associated with the Named Insured in respect of Claims which arise out of the exercise and conduct of the Business during the period whilst the consultant is or was engaged by the Named Insured on a consultancy basis
- (b) any joint venturers where the Named Insured is engaged in a joint venture which has been declared to and accepted by the Company
- (c) any community or parish or town council within the area of control of the Named Insured where such councils undertake activities on behalf of the Named Insured in respect of liability for which the Named Insured would have been entitled to indemnification under this insurance if the Claim had been made against the Named Insured

and the legal personal representative of any party referred to in this definition

Provided that

- (i) each party covered hereunder shall observe fulfil and be subject to the terms and conditions of the Policy insofar as they can apply
- (ii) the Company's aggregate liability to all bodies corporate comprising the Named Insured and any other party or parties shall not exceed the Limit of Indemnity or the amount of any other limit stated in the Policy

Cover

1. General

The Company will indemnify the Insured subject to the Limit of Indemnity for all sums which the Insured shall become legally liable to pay as Compensation for Financial Loss occasioned by an Error committed or alleged to have been committed by any Employee which

- (a) is authorised by the Named Insured or
- (b) forms part of or arises from any powers conferred or duties placed upon that Employee
 - (i) at the request of or with the approval of the Named Insured or
 - (ii) for the purposes of the Named Insured

and arising out of the performance and exercise of the Named Insured's statutory functions and powers in connection with the Business occurring after the Retroactive Date stated in the Schedule and which is

- A. both first made as a Claim against the Insured and notified to the Company during the Period of Insurance or
- B. first made as a Claim against the Insured during the Period of Insurance and notified to the Company within thirty days after the end of the Period of Insurance

2. Land Charges Indemnity

The Company will indemnify the Named Insured and/or its Employees subject to the Limit of Indemnity for all sums which the Insured shall become legally liable to pay as Compensation for Financial Loss occasioned by an Error of the Named Insured or any Employee in regard to information given or made available in reply to

- (a) enquiries made (in statutory form) in respect of registers and other records which the Named Insured is under a statutory duty to maintain or
- (b) enquiries made of the Named Insured for a fee on the form of standard printed enquiries current at the date of receipt the form of which enquiries has been agreed by the Association of Local Authorities and other relevant bodies or
- (c) enquiries other than those covered under clause (b) above added to the standard printed form of enquiries and for which an additional fee is paid provided that
 - (i) such additional enquiries are included on the same form and the Named Insured or its Employees replies to such enquiries at the same time as the enquiries covered under clause (b) above and

- (ii) such additional replies are accompanied by a disclaimer of liability by the Named Insured or its Employees

occurring after the Retroactive Date stated in the Schedule and which is

- A. both first made as a Claim against the Named Insured and/or its Employees and notified to the Company during the Period of Insurance or
- B. first made as a Claim against the Named Insured and/or its Employees during the Period of Insurance and notified to the Company within thirty days after the end of the Period of Insurance

3. Public Health Act

The Company will indemnify the Insured subject to the Limit of Indemnity stated hereunder applying to this clause 3 of the Cover (and not as stated in the Schedule) for all sums which the Insured shall become legally liable to pay as Compensation

- (a) (i) under Section 20 of the Public Health (Control of Disease) Act 1984 Schedule 3 in respect of loss of earnings sustained by any person as a result of such person complying with a notice to discontinue work served in accordance with Section 20 of such Act
- (ii) under Regulation 9 of the Public Health (Infectious Diseases) Regulations 1988 in respect of loss of earnings sustained by any person as a result of compliance by such person (including a person suspected of being a carrier of any infection to which Schedule 4 of the above Regulations applies and is otherwise fit for work) with a notice to discontinue work served in accordance with the provisions of the said Schedule 4
- (iii) for loss of earnings sustained by any person excluded from work under the terms of
 - (a) a notice issued under paragraph (2) of Regulation 19 of the Milk and Dairies (General) Regulations 1959
 - (b) Paragraphs 3(a) to (c) inclusive of Schedule 3 Part 1 of the Poultry Meat (Hygiene) Regulations 1976
- (b) in respect of loss alleged to have been sustained by the employer of any person in respect of whom the Company agrees to pay Compensation in accordance with the terms of this Policy when such loss arises directly out of the exclusion from work of such person

occurring after the Retroactive Date stated in the Schedule and which is

- A. both first made as a Claim against the Insured and notified to the Company during the Period of Insurance or
- B. first made as a Claim against the Insured during the Period of Insurance and notified to the Company within thirty days after the end of the Period of Insurance

subject to the Special Conditions to this clause 3 of the Cover

Limit Of Indemnity

The Company's total liability in respect of indemnity under this clause 3 of the Cover and under clause 5 and 6 of the Cover in any one Period of Insurance shall not exceed the sum of £100,000

Special Conditions

1. The amount of any loss of earnings shall be agreed between the Company and the Insured before any payment is made to a person on whom notice has been served. In calculating the loss of earnings due to any such person there shall be taken into account any sick pay sickness benefit or other payment to which such person may be entitled under any Social Security Act or otherwise
 2. With the agreement of the Company in writing the Insured may make weekly payments to any person on whom notice has been served on account of loss of earnings as aforesaid but the Company shall not be bound to reimburse the Insured in respect of such payments until the total amount due shall have been ascertained and agreed
 3. The Deductible shall not apply to this clause 3 of the Cover
- 4. Outside Entity Work**
- The Company will indemnify subject to the Limit of Indemnity any Employee for all sums which they shall become legally liable to pay as Compensation for Financial Loss occasioned by an Error occurring after the Retroactive Date stated in the Schedule committed by or alleged to have been committed by the Employee in the pursuit of their duties whilst in the capacity of a Nominated Representative at the request of the Named Insured of any Outside Entity even if such nomination by the Named Insured is subsequently deemed ultra vires provided that any Claim arising out of such Error is
- A. both first made as a Claim against the Employee and notified to the Company during the Period of Insurance or
 - B. first made as a Claim against the Employee during the Period of Insurance and notified to the Company within thirty days after the end of the Period of Insurance

Definitions

- (a) The words Nominated Representative shall mean any Employee acting at the request or order or direction of the Named Insured as a director officer or trustee of or in any managerial or supervisory capacity of any Outside Entity
- (b) The words Outside Entity shall mean any body corporate trust association or committee incorporated or domiciled in the Territorial Limits existing for any profession trade or research promotional training or charitable purpose carried out within the Territorial Limits and not under the authority and control of the Insured

Special Condition

This clause 4 of the Cover shall be excess of any other more specific insurance in force as well as any indemnification available to such Employee from the

Outside Entity Where such other insurance is provided by The Travelers Companies Inc (or would be provided except for the application of the retention amount or the exhaustion of the limit of indemnity under such other insurance) then the total aggregate Limit of Indemnity for all Financial Loss covered by virtue of this clause 4 of the Cover shall be reduced by the limit of indemnity specified in the schedule of the other insurance provided by The Travelers Companies Inc

5. Claimants' Costs and Expenses

The Company will indemnify the Insured subject to the Limit of Indemnity against legal liability for claimants' costs and expenses in connection with the indemnity provided under clause 1 2 and 4 of the Cover

The Company will indemnify the Insured subject to the limit of indemnity stated in clause 3 of the Cover against legal liability for claimants' costs and expenses in connection with the indemnity provided under clause 3 of the Cover

6. Defence Costs and Expenses

The Company will indemnify the Insured in respect of all

- (a) costs of legal representation reasonably incurred with the Company's written consent at any proceedings in any court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings) in respect of any Error
- (b) other costs and expenses reasonably incurred with the Company's written consent in relation to any Error

which may be the subject of indemnity under clause 1 2 and 4 of the Cover subject to the Limit of Indemnity or which may be the subject of indemnity under clause 3 of the Cover subject to the limit of indemnity stated in clause 3 of the Cover

7. Compensation for Court Attendance

Where at the request of the Company or their representatives any of the undermentioned persons attend a court or tribunal or other forum as a witness in connection with a Claim in respect of which the Insured is entitled to indemnity under this Section the Company will at their discretion provide compensation to the Insured at the following rates per day for each day or part thereof on which attendance is required

- | | |
|---|---------|
| (a) any Member or Governor or director of the Named Insured | £500.00 |
| (b) any other Employee | £200.00 |

Condition

1. Notwithstanding any limitation on the powers of the Named Insured
 - (a) where the action or failure to act which is the subject of indemnity under this Section exceeded the powers of the Named Insured then the indemnity provided by this Section shall apply where the Employee in question
 - (i) believed that the action or failure to act in question was within the powers of the Named Insured
 - (ii) or (where that action or failure comprises the issuing or authorisation of any document containing any statement as to the powers of the Named Insured or any statement that certain steps have been taken or requirements fulfilled) believed that the contents of that statement were true

and it was reasonable for that Employee to hold that belief at the time when he acted or failed to act
 - (b) insofar as any action or failure to act may subsequently be found to be beyond the powers of the Employee in question the indemnity provided by this Section shall apply where the Employee reasonably believed that the act or omission in question was within his powers at the time at which he acted



Limit Of Indemnity

The Company's total liability in respect of indemnity under Cover clauses 1 2 4 5 and 6 of this Section in any one Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule

Exclusions

The indemnity provided by this Section does not apply to

1. indemnify any Employee who is an Insured against any liability arising out of any act or omission of that individual person which is
 - (a) dishonest or criminal or fraudulent or
 - (b) the result of deliberate wrongdoing or recklessness (including for the avoidance of doubt any act or omission of that individual person which is made deliberately with intent to cause loss or damage or recklessly as to whether loss or damage may be caused)provided however
 - (i) this Section shall provide an indemnity to such individual person against all costs charges and expenses reasonably incurred with the prior consent of the Company in successfully defending any action brought in respect of such Claims
 - (ii) for the purpose of this exclusion any such act described in paragraph (a) and (b) above of this exclusion committed or alleged to have been committed by any Employee shall not be imputed to any other Employee who did not knowingly consent to it or authorise it
2. indemnify the Named Insured in respect of liability for acts or omissions authorised by the Named Insured or at the request of or with the approval of the Named Insured where such authorisation request or approval is dishonest or criminal or fraudulent or results from deliberate wrongdoing or recklessness other than this Section shall provide an indemnity to the Named Insured against all costs charges and expenses reasonably incurred with the prior consent of the Company in successfully defending any action brought in respect of such Claims
3. liability for slander or libel
4. liability in respect of surcharge made by the District Auditor or other competent body
5. liability for errors or omissions in information given in connection with searches and enquiries in relation to property other than as provided for under Cover clause 2 (Land Charges Indemnity) of this Section
6. liability arising from any notice served under any public health regulations or any similar legislation other than as provided for under Cover clause 3 (Public Health Act) to this Section
7. liability assumed by the Insured under any contract or agreement (whether orally or in writing) unless such liability would have attached notwithstanding such contract or agreement

8. liability arising out of or for the cost of removing nullifying or clearing up any actual or alleged Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance anywhere in the world except the United States of America its territories and possessions Puerto Rico and Canada

Provided that

- (a) notwithstanding General Condition 17 or any amendment thereto the Company shall not grant indemnity in respect of any Claim brought in the courts of the United States of America its territories and possessions Puerto Rico and Canada or in respect of the enforcement of a judgement obtained in any such courts
- (b) all Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- (c) For the avoidance of doubt the liability of the Company for all Compensation and claimants' and defence costs and expenses payable in respect of all Pollution or Contamination which has occurred or is deemed to have occurred during the Period of Insurance shall not exceed the Limit of Indemnity in the aggregate

For the purpose of this Exclusion 'Pollution and Contamination' shall mean

- (a) all pollution or contamination of buildings or other structures or water or land or the atmosphere
- and
- (b) all loss or damage or injury directly or indirectly caused by such pollution or contamination

9. liability in respect of Injury or Damage
10. liability based upon or attributed to or caused wholly or in part by any party specified in the definition of Insured gaining or being promised any personal profit or receiving or being promised any remuneration to which they were not legally entitled.
11. liability based upon or attributed to or caused wholly or in part by any matter the subject of a finding of maladministration or censure by either the Local Authority Ombudsman or a court or tribunal of competent jurisdiction

Provided always that this exclusion shall not apply in respect of any legal liability that would have attached independently of such finding

12. liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from or costs and expenses arising in relation to the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the

Insured or not and whether occurring before during or after the year 2000

- (a) correctly to recognise any date as its true calendar date
 - (b) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
 - (c) to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date
13. liability arising from any breach of any obligation owed by the Insured as employer to any Employee or former Employee
14. liability under the Data Protection Act 1998 or similar legislation outside the United Kingdom
15. in respect of any Claim arising out of any Circumstance
- (a) notified by the Insured under any insurance which was in force prior to the Inception Date of this Section
- or
- (b) known or which in the reasonable opinion of the Company ought to have been known to the Insured at the Inception Date of this Section

unless such Circumstance has been declared to and accepted by the Company in writing

Professional Indemnity Section

Definitions

1. Business Activities

The words 'Business Activities' shall mean the business activities of the Named Insured stated in the Schedule to this Section and none other

2. Damage

The word 'Damage' shall mean accidental destruction of or accidental damage to or loss of tangible property or Documents

3. Documents

The word 'Documents' shall mean all

- (a) documents (excluding bearer bonds coupons bank or currency notes or other negotiable instruments)
- (b) records stored electronically

4. Employee

The word 'Employee' shall in addition to General Definition 19 for the purposes of this Section include and/or also mean

- (a) any labour only sub-contractor or labour master or any person supplied by them
- (b) any self-employed person providing labour only
- (c) any person hired to or borrowed by the Named Insured
- (d) any person under work experience or similar schemes
- (e) any volunteer worker acting under the authority of the Named Insured
- (f) persons seconded from other public authorities
- (g) any director of the Named Insured

whilst working directly for the Named Insured in connection with the Business

5. Insured

At the request of the Named Insured the word 'Insured' shall in addition to paragraph (a) of General

Definition 27 for the purposes of this Section also mean

- (a) any Employee of the Named Insured in respect of liability for which the Named Insured would have been entitled to indemnification under this insurance if the claim had been made against the Named Insured and shall include
 - (i) any former Employee in respect of claims which arise out of the exercise and conduct of the Business during the period whilst the Employee is or was employed by the Named Insured
 - (ii) any former Employee of the Named Insured who has continued as a self-employed consultant contracted by the Named Insured and/or any such consultant who is no longer associated with the Named Insured in respect of claims which arise out of the exercise and conduct of the Business during the period whilst the consultant is or was engaged by the Named Insured on a consultancy basis
- (b) any joint venturers where the Named Insured is engaged in a joint venture which has been declared to and accepted by the Company
- (c) any predecessors in business of the Named Insured provided the Company has been notified in writing of the existence of such predecessors

and the legal personal representative of any party referred to in this definition

Provided that

- (i) each party covered hereunder shall observe fulfil and be subject to the terms and conditions of the Policy insofar as they can apply
- (ii) the Company's aggregate liability to all bodies corporate comprising the Named Insured and any other party or parties shall not exceed the Limit of Indemnity or the amount of any other limit stated in the Policy

Operative Clauses

1. Legal Liability

The Company will indemnify the Insured subject to the Limit of Indemnity against legal liability for Compensation (including claimants' costs and expenses) in respect of any Claim which is

- (a) both first made against the Insured and notified to the Company during the Period of Insurance or
- (b) first made against the Insured during the Period of Insurance and notified to the Company within thirty days after the end of the Period of Insurance

incurred in the conduct of the Business Activities of the Named Insured carried out at or from premises within the Territorial Limits by reason of

A. Breach of Duty

a breach of duty owed by the Insured in its professional capacity arising out of any act error or omission which is negligent accidentally committed or occasioned in good faith by

- (i) the Insured
- (ii) any Agent
- (iii) any other person firm or company acting jointly with the Insured

B. Dishonesty

any dishonest or fraudulent act or omission on the part of any Employee or Agent

Provided that

- (i) such dishonest or fraudulent act error or omission was made without the consent or connivance of any director officer or principal of the Named Insured
- (ii) no person committing or condoning such dishonest or fraudulent act or omission shall be entitled to indemnity
- (iii) if the Company so requests the Named Insured shall take all reasonable steps to effect recovery from the person committing or condoning such dishonest or fraudulent act or omission or from the estate and/or the legal representatives of such person
- (iv) the following shall be deducted from any amount which but for this sub-clause (iv) would be payable under this insurance
 - (a) any monies which but for such dishonest or fraudulent act or omission would be due from the Insured to the person committing or condoning such act error or omission

- (b) any monies held by the Insured and belonging to such person
- (c) any monies recovered following action as described in 1B(iii) above

- (v) the Company shall not be liable for any claim arising from any dishonest or fraudulent act or omission committed by

- (a) any person after the discovery by a director officer or principal of the Insured of reasonable cause for suspicion of fraud or dishonesty in relation to that person

- (b) any director officer or principal of the Insured

C. Libel and Slander

libel and Slander accidentally committed or occasioned by the Insured or any Agent in good faith

2. Accidental Damage to Documents

The Company will indemnify the Insured against accidental Damage to Documents belonging to or for which the Insured is legally responsible incurred in the conduct of the Business Activities of the Named Insured carried out at or from premises within the Territorial Limits first discovered and notified to the Company during the Period of Insurance

This indemnity is in respect of

- (a) all Compensation which the Insured shall become legally liable to pay in consequence of such Damage subject to the Limit of Indemnity and
- (b) all costs and expenses reasonably incurred by the Insured in replacing or restoring Documents belonging to the Insured up to a maximum of £25,000 during the Period of Insurance

Provided that such Damage is sustained while the Documents are either in transit or in the custody or control of the Insured or its Agent or any person to whom the Insured has entrusted them and that where documents are believed lost the Insured or its Agent has failed to find them after diligent search

The Deductible shall not apply to Operative Clause 2(b) above

3. Defence Costs and Expenses

The Company will indemnify the Insured subject to the Limit of Indemnity in respect of all costs and expenses (other than any costs incurred in endeavouring to effect recovery in accordance with provision (iii) of Operative Clause 1.B. which are incurred by the Company or by the Insured with the Company's written consent in connection with the defence or settlement of any Claim under this Section

Additional Cover

1. **Compensation for Court Attendance**

In the event of any of the undermentioned persons attending a court or tribunal or other forum as a witness at the request of the Company in connection with a Claim in respect of which the Insured may be entitled to indemnity under Operative Clause 1 the Company will at their discretion pay the Insured at the following rates per day on which attendance is required

- | | |
|---|------|
| (a) any director or officer or principal of the Named Insured | £500 |
| (b) any other Employee | £200 |

Limit Of Indemnity

1. Limit of Indemnity applying to Operative Clauses 1 and 2(a) and 3

The liability of the Company under Operative Clauses 1 and 2(a) and 3 in any one Period of Insurance shall not exceed in the aggregate the Limit of Indemnity specified in the Schedule

Where the Company is liable to indemnify more than one person firm company or body the total amount of indemnity payable under this insurance shall not exceed the Limit of Indemnity

Exclusions

The Company shall not be liable under this Section

1. in respect of the Deductible except that this exclusion shall not apply to
 - (a) any costs or expenses payable under Operative Clause 2(b)
 - (b) Additional Cover 1 Compensation for Court Attendance
2. in respect of any Claim for Injury to any person including for the avoidance of doubt Bodily Injury sustained by any Employee arising out of and in the course of their employment by the Named Insured
3. in respect of any Claim for Damage to Property other than as provided for within Operative Clause 2 of this Section
4. in respect of 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
5. in respect of any Claim arising from any breach of any obligation owed by the Insured as employer to any Employee or former Employee
6. in respect of any Claim arising out of any Circumstance
 - (a) notified by the Insured under any insurance which was in force prior to the Inception Date of this Section
or
 - (b) known or which in the reasonable opinion of the Company ought to have been known to the Insured at the Inception Date of this Section

unless such Circumstance has been declared to and accepted by the Company in writing
7. in respect of any Claim arising out of any act error or omission committed or occasioned or alleged to have been committed or occasioned prior to the Retroactive Date stated in the Schedule
8. in respect of any Claim arising solely and directly out of the ownership possession or use by or on behalf of the Insured of any aircraft watercraft hovercraft motor vehicle or trailer or any buildings premises or land or that part of any building leased rented or occupied
9. (a) in respect of any contractual liability arising from the giving by the Insured (whether orally or in

writing) of any express warranty guarantee or other contractual promise which increases the Insured's liability where such are given or accepted as part of the Insured's terms of engagement unless the Insured would have been liable in the absence of such express warranty guarantee or other contractual promise or the Company has approved the terms of engagement in writing

- (b) in respect of liability assumed by the Insured under contract or agreement to any person firm or company who is a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999 unless the Company has signified its approval to the form of such contract or agreement or such liability would have attached notwithstanding such contract or agreement
10. any Claim arising out of or for the cost of removing nullifying or clearing up any actual or alleged Pollution or Contamination
 - (a) within the United States of America its territories and possessions Puerto Rico and Canada or
 - (b) elsewhere in the world unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place after the Retroactive Date
provided that
 - (i) notwithstanding General Condition 17 or any amendment thereto the Company shall not grant indemnity in respect of any Claim brought in the courts of the United States of America its territories and possessions Puerto Rico and Canada or in respect of the enforcement of a judgement obtained in any such courts
 - (ii) all Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

For the purpose of this Exclusion 'Pollution or Contamination' shall mean

- A. all pollution or contamination of buildings or other structures or water or land or the atmosphere
- and
- B. all Damage or Injury directly or indirectly caused by such pollution or contamination

11. in respect of any Claim made against the Insured by any holding or subsidiary or associated company or partner or director of the Insured or by any other person company or 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 is for an indemnity or

contribution in respect of a Claim made by another party against the said holding or subsidiary or associated company or partner or director or any other person company or entity and arises out of advice or services rendered by the Insured

12. in respect of any fees claimed back by a client of the Insured or which have had to be refunded to a client of the Insured due or allegedly due to non-performance of the Insured's contractual or other obligations to that client
13. in respect of any Claim directly or indirectly caused by or contributed to by any dishonest or criminal or fraudulent act or omission on the part of any director officer or principal of the Named Insured
14. in respect of any Claim arising from an act or omission in the provision of or failure to provide Health Care

For the purpose of this exclusion the words 'Health Care' shall mean health care rendered by members of the health care and allied services or by others consequent on decisions or judgements made by such members

Such members shall include but not be limited to

- (i) medical and dental practitioners
- (ii) nurses
- (iii) midwives
- (iv) pharmacists
- (v) professions allied to medicine
- (vi) care assistants and nursing auxiliaries
- (vii) ambulance personnel
- (viii) laboratory technicians
- (ix) social workers

15. in respect of liability under the Data Protection Act 1998 or similar legislation outside the United Kingdom
16. (a) in respect of any Claim directly or indirectly caused by or contributed to by or arising from or costs and expenses arising in relation to

or

- (b) in respect of Operative Clause 2(b) for any Damage to Documents directly or indirectly caused by

the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Insured or not and whether occurring before during or after the year 2000

- (i) correctly to recognise any date as its true calendar date
- (ii) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

- (iii) to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date
17. in respect of Operative Clause 2(b) for any Damage to Documents caused by or resulting from an attack which allows unauthorised access or use of a computer or telecommunications system by electronically circumventing a security system and procedure and or a Computer Virus



Endorsements

The following endorsement is only operative if shown on the Professional Indemnity Section Schedule and is subject otherwise to the terms conditions and exclusions of the Section and the Policy

PI01. North American Jurisdiction

General Condition 17 shall not apply and any indemnity provided by this Section in respect of legal liability to pay Compensation (including claimants' costs and expenses) shall operate in accordance with the law of any country however with respect to any judgement award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award payment or settlement either in whole or in part) the following additional condition shall apply

- (a) the Company will not be liable for the Deductible stated in the Schedule



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Travelers Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
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