

Toledo Insurance Solutions



Professional Indemnity Insurance

Design & Construct

Policy Wording

Version 2.0 Oct 2024



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Contents

Regulatory Disclosure.....	3
Policy Definitions.....	3
General Conditions.....	8
Section 1 – Professional Indemnity Insurance	11
Insuring Clauses Applicable to Section 1	11
Extensions Applicable to Section 1.....	15
Indemnity Applicable to Section 1.....	16
Exclusions Applicable to Section 1	17
Notification and Claims Conditions – Section 1	25
Section 2 – General Liability Insurance	27
Insuring Clauses Applicable to Section 2	27
Extensions Applicable to Section 2.....	28
Indemnity Limits Applicable to Section 2	30
Exclusions Applicable to Section 2	31
Notification and Claims Conditions – Section 2	40
Complaints.....	41
Data Protection Notice.....	43

Regulatory Disclosure

This insurance is administered by Toledo Insurance Solutions and underwritten by Accelerant Insurance UK Limited.

Moorhouse Group Limited trading as Toledo Insurance Solutions is registered in the UK and authorised and regulated by the Financial Conduct Authority (FCA number 308035).

Accelerant Insurance UK Limited is registered in England and Wales with company number 03326800 and has its registered office at One Fleet Place, London, England, EC4M 7WS. Accelerant Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Reference number 207658).

Policy Definitions

Titles and Headings in this Policy are descriptive only and are used solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

Any words or expressions in the Policy which have a specific meaning appear in bold print and have the same meaning whenever they appear in the Policy (whether expressed in the singular or in the plural, male, female or neutral) unless expressly stated otherwise.

Additional definitions apply to the General Liability Insurance and are found in section 2.

The following words in bold type shall have these meanings:

Advertising

Advertising, publicity or promotion in or of your products or **services**.

Asbestos Inspections

Type 1, 2 or 3 inspections as set out in MDHS 100 published by the Health and Safety Executive in connection with regulation 4 of the Control of Asbestos Regulations 2006, or any other comparable inspection whether of commercial or residential land or property.

Bodily Injury

Accidental physical or mental **injury**, sickness or disease to, or death of, a person.

Circumstance

A **circumstance**, state of affairs, event, occurrence, act, error or omission which may give rise to a **Claim**.

Claim

- a) A written demand for **damages**, compensation or other relief;
- b) the commencement of legal proceedings, arbitration or adjudication;
- c) written notice of an intention to make a demand for **damages**, compensation or other relief, or written notice of an intention to commence legal proceedings, arbitration or adjudication.

Computer system

Computer data processing equipment media or part thereof, or system of data storage and retrieval, or communications system, network, protocol or part thereof, or storage device, microchip, integrated circuit, real time clock system or similar device or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode.

Computer Viruses

A virus, malicious code or worm which either **damages** the **Insured's** network or allows unauthorised use of or access to any **Digital Asset**.

Cyber Extortion

Any threat, including a demand for funds, directed to an **Insured** to avoid corruption, damage or introduction of a **Computer Virus** or a **Denial of Service Attack**.

Cyber Terrorism

An act or series of acts of any natural person or group(s) of persons, whether acting alone or on behalf of or in connection with any third party organisations, committed for political, religious, personal or ideological purposes including but not limited to the intention to influence any government and/or put the general public in fear for such purposes by using activities perpetrated electronically or otherwise that are directed towards the destruction, disruption or subversion of communications and information systems, infrastructure computers, **Digital Assets**, the internet, telecommunications or electronic networks and/or its content or sabotage and/or threat there from.

Damages

Monetary relief

Denial Of Service Attack

Any unlawful attempt by a party to temporarily or indefinitely interrupt or suspend service to a **Digital Asset**.

Digital Assets

The **Insured's** computer or mobile devices or other **electronic data** processing device, equipment or system, any hardware, software, programme, instruction, data or component utilised or intended to be utilised therein or thereby, or any actual or intended function of or process performed by any of the foregoing. **Digital Assets** shall also include the **Insured's Computer System**.

Security Breaches

Any unauthorised access or unauthorised use of **Digital Assets**.

Defence costs

Costs and expenses incurred by the **Insured** with the **Insurer's** prior written consent:

- a) in the investigation, defence or settlement of any **Claim**;
- b) for representation at any Coroner's Inquest or Fatal Accident Inquiry arising from or connected to legal liability for which there is cover under Insuring Clauses 2.1, 2.2 and 2.3 ;
- c) costs incurred in the investigation and defence of proceedings alleging breach of Section 33(1)(a) to (c) of the United Kingdom Health & Safety at Work Act 1974 and/or any legislation of similar effect.
- d) in Northern Ireland, the Isle of Man or the Channel Islands arising from or connected to legal liability for which there is cover under Insuring Clauses 2.1, 2.2 and 2.3;

- e) costs incurred in the investigation and defence of proceedings for alleged unintentional breach of Part II of the Consumer Protection Act 1987.

Electronic Data

facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Employee

- a) any person employed by the **Insured** under a contract of service, training or apprenticeship; and
- b) any voluntary worker; and
- c) any locum, seasonal or temporary personnel; and
- d) any self-employed person, who is not an independent contractor, (For the purposes of this definition "independent contractor" shall not include Self Employed Independent Contractors); and
- e) any person supplied or remunerated through a contract hire company or agency, who is not an independent contractor but is employed by the contract hire company on a supply only basis, working as a **Member** of the **Insured's** staff

but only if such person is working under the **Insured's** direction, control and supervision.

Excess

The first amount paid in respect of each **claim** and shall be (save where stated otherwise) the amount stated in the Schedule. The **Excess** is payable by Section of cover as stated in the Schedule. The **Excess** is not payable in respect of **Defence costs and expenses**. The **Indemnity Limit** is additional to the **Excess**.

Fair Presentation

where the **Insured** has made to the **Insurer** a presentation of the risk in the proposal together with any other written information supplied to the **Insurer** by the **Insured** and that presentation is not a **Fair Presentation**:

- a) if the breach was deliberate or reckless, the **Insurer** may avoid the contract and refuse all **Claims**, and need not return any of the premium paid. The **Insured** must repay any payments already made by the **Insurer** under this policy.
- b) if the breach was not deliberate or reckless, the **Insurer** may:
 - i. if the **Insurer** would not have entered into the contract on any terms, avoid the contract and refuse all **Claims** but must in that event return the premium paid. The **Insured** must repay any payments already made by the **Insurer** under this Policy.
 - ii. if the **Insurer** would have entered into the contract, but on different terms (other than terms relating to the premium), the contract may be treated as if it had been entered into on those different terms.
 - iii. if the **Insurer** would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different) but would have charged a higher premium, the **Insurer** may reduce proportionately the amount to be paid on a **Claim**.

Financially associated person or entity

- a) any business controlled or managed by the **Insured** or in which the **Insured** has an executive interest;
- b) any company in which the **Insured** directly or indirectly owns or controls more than 15% of the issued share capital;
- c) any person having an executive or managerial role in the **Insured** or who would be considered to be a shadow director (as defined in s.251 of the Insolvency Act 1986) of the **Insured**;

any company that directly or indirectly owns or controls any of the issued share capital of the **Insured** or any of whose issued share capital is directly or indirectly owned or controlled by any other company or person who directly or indirectly owns or controls any of the issued share capital of the **Insured**.

Geographical Limits

Worldwide excluding USA and Canada, unless stated otherwise in the Schedule.

Injury

Death, **bodily injury**, illness or disease of or to any person

Insured

Any person or firm stated in the Schedule and includes any current or previous partner, director, principal, **Member** or **Employee** of any firm or company stated in the Schedule and any other person who becomes a partner, director, principal, **Member** or **Employee** of the firm.

Insurer

Accelerant Insurance Europe SA/NV UK Branch

Jurisdiction

The legal **Jurisdiction** stated in the Schedule or, if no **Jurisdiction** is stated in the Schedule, the Courts of England and Wales.

Limit of Indemnity/Indemnity Limit

The sum stated in the Schedule which applies in respect of each and every **Claim**, including **Defence costs**, for which indemnity is provided under this Policy.

Member

Any **Member** of a limited liability partnership including a designated **Member**.

Offshore

The time an **Employee** of the **Insured** embarks onto a conveyance at the point of final departure to an **Offshore** rig or **Offshore** platform until such time the **Employee** disembarks from the conveyance onto land upon return from an **Offshore** rig or an **Offshore** platform.

Period of insurance

The period of time to which this Policy applies as stated in the schedule.

PFAS

Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances in any form, including but not limited to:

- a) Any molecule, salt, radical, or ion containing perfluorinated methyl (-CF₃) or methylene (-CF₂-) groups.
- b) Derivatives or breakdown products of such molecules.
- c) Goods, products, or materials chemically related to **PFAS**.
- d) Any alloy, by-product, compound, or waste including or derived from **PFAS**.

Product

Any goods, **products** or other property after it has left the custody or control of the **Insured** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **Insured**.

Professional Business

The performance by the **Insured** or the predecessors or on their behalf of any professional:

- a) design or specification;
- b) supervision of construction and installation;
- c) feasibility study
- d) technical information calculation;
- e) surveying;

in connection with the **Insured's** business, undertaken only by or under the direction and direct control of a qualified architect, engineer, surveyor, quantity surveyor or other person having other relevant professional qualifications appropriate to the work undertaken, or having a minimum level of experience of five years in undertaking such work.

Professional Business shall not include supervision by the **Insured** of their own or their subcontractors' work where such supervision is undertaken in the **Insured's** capacity as building or engineering contractor and the **Insured** has no responsibility under the contract for provision of design. Such supervision will however be included within the **Professional Business** whenever the **Insured** has provided all of the design element of their building or engineering contracts or sub-contracts.

The **Professional Business** includes failure by the **Insured** to bring to the attention of any client any deficiency or otherwise in any design, specification, feasibility study or technical information calculation which is discovered by the **Insured** during the **Period of insurance** as shown in the schedule.

Property Damage

Physical loss of or damage to or destruction of tangible property.

Retroactive Date

The date specified in the Schedule as the **Retroactive Date**.

Pollution

pollution or contamination by naturally occurring or man-made substances forces or organisms, or any combination of them, whether permanent or transitory and however occurring.

Services

All **services** performed or advice given by the **Insured** whilst holding the appointment of company secretary, registrar or director in connection with tax matters, secretarial work, share registration, financial advice to management, book-keeping, management accounting, financial investigation and reports, financial **Claims** - their negotiation and settlement, company formations, investment advice, insurance and pension scheme advice and computer consultancy.

Virus

Any unauthorised executable code uploaded to, or replicated through, a **Computer system** or network whether termed a **virus** or known by any other name and whether it is self-replicating or non-replicating which causes damage or loss to data or the **Computer system**

General Conditions

1. Policy construction and disputes

- a) Any phrase or word in this Policy and the Schedule will be interpreted in accordance with the laws of England and Wales. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.
- b) Any dispute concerning the interpretation of the terms, Conditions or Exclusions contained herein is understood and agreed by both the **Insured** and the **Insurer** to be subject to the laws of England and Wales.
- c) Each party agrees to refer any such dispute to a mediator to be agreed between the **Insured** and the **Insurer** within 14 working days of any dispute arising under the Policy. If a mediator is not agreed then either party may apply to the Centre for Effective Dispute Resolution ('CEDR') for the appointment of a mediator. The parties agree to share equally the costs of CEDR and of the mediator and that the reference of the dispute to mediation will be conducted in confidence.
- d) If any such dispute is not resolved by mediation or the **Insured** and the **Insurer** cannot agree upon the appointment of a mediator or the form that the mediation will take the dispute will be submitted to the exclusive **Jurisdiction** of any court of competent **Jurisdiction** within England and Wales and each party agrees to comply with all requirements necessary to give such court **Jurisdiction**. All matters arising hereunder shall be determined in accordance with the law and practice of such court
- e) The **Insured** and the **Insurer** agree to perform their respective continuing obligations under this Policy while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

2. Fraudulent Claims

- a) If the **Insured** shall make any **claim** knowing the same to be fraudulent or false as regards the amount or otherwise (including the provision of false or fraudulent documents or statements) then the **Insurer** will:
 - I. refuse to pay the whole of the **claim**; and
 - II. recover from the **Insured** any sums that it has already paid in respect of the **claim**.
- b) The **Insurer** may also notify the **Insured** that it will be treating (all sections of) this policy as having terminated with effect from the date of the earliest of any of the fraudulent act. In that event the **Insured** will:
 - I. have no cover under the Policy from the date of termination; and
 - II. not be entitled to any refund of premium

3. Contracts (Rights of Third Parties) Act 1999

The **Insured** and the **Insurer** are the only parties to this contract and no other person has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

4. Cancellation

This Policy may be cancelled by or on behalf of the **Insurer** by thirty days notice given in writing to the **Insured**

5. Invalidity

If any provision of this Policy is found by any court or administrative body of competent **Jurisdiction** to be invalid or unenforceable this will not affect the other provisions of this Policy which will remain in full force and effect.

6. Notifications of Adjudications

It is a condition of the right to be indemnified hereunder that receipt by the **Insured** of any "Notice of Adjudication" and/or "Referral Notice" pursuant to the Scheme for Construction Contracts Regulations 1997 under The Housing Grants, Construction and Regeneration Act 1996 and/or any Adjudication

Notice pursuant to contract shall be given to, and deemed to be properly made, if received in writing by Kennedys **Claims** Handling Team, c/o Moorhouse Group Kennedys Law LLP 20 Fenchurch St London EC3M 3BY or received via email at moorhouse**Claims**@kennedyslaw.com.

The **Insurer** shall be entitled to pursue legal, arbitration or other proceedings in the name of and on behalf of the **Insured** to challenge, appeal, open up or amend any decision, direction, award or exercise of power of any Adjudicator. The **Insured** shall, without charge, give such assistance as the **Insurer** shall reasonably require in relation to such proceedings. This does not in any way limit the **Insurer's** rights of subrogation.

7. Notices

Save as specifically set out in the Notification Conditions, notice shall be deemed to be duly given if sent by pre-paid letter by post properly addressed to:

- a) in the case of the **Insured**, either to the **Insured's** last known address or the last known address of the **Insured's** broker;
- b) in the case of the **Insurer**, to Accelerant Insurance Europe SA/NV
- c) Reasonable steps to avoid loss

8. Reasonable steps to avoid loss

Without prejudice to the Notification and **Claims** Conditions in this Policy, the **Insured** shall take all reasonable steps to avoid or mitigate any loss, damage or liability that may result in any **claim** or **circumstance** notifiable under this Policy.

9. Premium payment clause

- a) If the premium due under this Policy has not been so paid to **Insurers** by the 60th day from the inception of this Policy, (and, in respect of instalment premiums, by the date they are due), **Insurers** shall have the right to cancel this Policy by notifying the **Insured** via their broker in writing. In the event of cancellation, premium is due to **Insurers** on a pro rata basis for the period that **Insurers** are on risk but the full policy premium shall be payable to **Insurers** in the event of a loss or occurrence prior to the date of termination which gives rise to a valid **claim** under this Policy.
- b) It is agreed that **Insurers** shall give not less than 15 days prior notice of cancellation to the **Insured** via their
- c) broker. If premium due is paid in full to **Insurers** before the notice period expires, notice of cancellation shall automatically be revoked. If not, this Policy shall automatically terminate at the end of the notice period.
- d) If any provision of this clause is found by any court or administrative body of competent **Jurisdiction** to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

10. Assignment

This policy of insurance (including any benefits it provides) are not assignable to any third party without the express approval of the **Insurer** confirmed in writing by the **Insurer**.

11. Change of control

In the event that the **Insured** merges into or consolidates with or sells all or substantially all of its assets or shares to a third party (whether a company, corporation or any other legal entity or person) or there is any acquisition of more than fifty percent (50%) of the voting share capital of the **Insured** by a third party (whether a company, corporation or any other legal entity or person) the **Insured** shall give written notice of such event prior to its execution. Upon receipt of such notice, the **Insurers** may at their absolute discretion agree to continuation of the policy of insurance, to be confirmed by way of a written endorsement to the policy. In the absence of such agreement and/or if notice is not forthcoming as required under this General Condition 10 – Change of control, the cover provided by this policy of insurance shall cease with immediate effect at the date of the change of control.

For the avoidance of doubt, the **Insured** shall not be entitled to an indemnity in respect of any **Claims** made under Section 1 of this policy of insurance where notification of the **Claim** occurs after a change in

control (as referred to in this General Condition 10 – Change of control) where the change of control was not reported to **Insurers** and approved in accordance with this General Condition 10.

12. Duty Of Fair Presentation

The **Insured** has an obligation to provide to the **Insurer** a **Fair Presentation** in the Proposal. The **Insurer**, in consideration of the full payment of the Premium, agrees to indemnify the **Insured** to the extent and in the manner hereinafter provided, subject to the terms, conditions, exclusions and limitations of this policy.

13. Change in Risk

The **Insured** shall give notice, as soon as reasonably practicable, of any fact or event which materially affects the risks **Insured** by this Policy.

14. Governing Law

- a) Any dispute or disagreement between the **Insured** and the **Insurer** arising out of or in connection with this policy shall be referred to arbitration before a sole arbitrator (to be mutually agreed upon by the **Insured** and the **Insurer** or failing agreement to be appointed by the Chairman for the time being of the Bar Council) whose decision shall be final and binding on both parties.
- b) Furthermore, in the event of any dispute between any **Insurer** concerning this policy such dispute shall be referred to arbitration before a sole arbitrator (to be mutually agreed upon or failing agreement to be appointed by the Chairman for the time being of the Bar Council) whose decision shall be final and binding on both parties.
- c) This policy shall be governed by and construed in accordance with the laws of England and Wales/Scotland/Northern Ireland/Channel Islands/Isle of Man as applicable.

Section 1 – Professional Indemnity Insurance

Insuring Clauses Applicable to Section 1

In consideration of the premium having been paid, the **Insurer** will indemnify the **Insured** for:

1. Professional Indemnity

The **Insurer** will indemnify the Insured up to the **Limit of Indemnity** in respect of a **Claim** first made against the **Insured** and notified to the **Insurer** during the **Period of insurance** in respect of any civil liability arising out of a breach of professional duty by the **Insured** in the course of the **Professional Services**.

2. Legal defence costs and expenses

Defence costs to any indemnity under Insuring Clause 1, save that:

- a) in the event that the **Insurer** elects to make a payment to the **Insured** pursuant to Notification and **Claims** Condition 3.2 then the **Insurer** shall have no liability to pay **Defence costs** incurred after the date upon which such payment is made.
- b) The **Insurer** shall not be responsible for **Defence costs** incurred after the date when King’s Counsel (whose appointment is at the **Insurer’s** sole discretion) has advised that there is no reasonable defence to the **Claim**, proceedings or prosecution.

Defence costs are part of and not in addition to **Limit of Indemnity** stated in the schedule.

3. Costs for prosecuting infringement of the Insured’s intellectual property rights

The costs of pursuing a **Claim** against a third party for infringement of intellectual property rights vested in the **Insured** that is first discovered during the **Period of insurance**, up to a maximum of GBP 25,000 in the aggregate in the **Period of insurance**, provided that:

- a) The costs are reasonable and necessary; and
- b) **The Insurer** has given prior written consent; and
- c) the **Insured** has provided, at their own expense, an opinion from a solicitor, barrister or suitably qualified intellectual property agent evidencing the existence of the **Insured’s** intellectual property rights, the infringement of those rights, a measurable loss and a reasonable prospect of success.

4. Collateral Warranties

Indemnity Limit for **Claims** first made against the **Insured** during the **Period of insurance** for which the **Insured** is legally liable to pay **Damages** and **Claimant’s** costs and arising out of the performance of any **Professional Business** in consequence of or arising from entering into any collateral warranty, duty of care agreement or any similar agreement provided that, in so doing, the **Insured** does not make itself liable:

- a) to provide a level of service or produce a result beyond the scope of any duty that would otherwise be implied by common law or statute; or
- b) to any greater extent or for any longer a period than is the case under the agreement with the person or party with whom the Insured originally contracted to perform the same work; or
- c) under any financial guarantee, for any contractual penalty or for liquidated **damages**.

5. Costs for representation

The legal costs of representation at any inquiry or other proceeding which arises from your **Professional Business** or **Advertising**, up to a maximum of GBP £100,000 in the aggregate in the **Period of insurance** (and in the aggregate with Insuring Clause 8), provided that:

- a) the costs are reasonable and necessary;
- b) the **Insurer** has given prior written consent;
- c) the inquiry or proceedings have in the **Insurer's** sole opinion, a direct relevance to any **Claim** or **Circumstance**; and
- d) the **Insurer** shall have no liability to pay for the **Insured's** own costs and expenses.

6. Irrecoverable fees

Monies owed to the **Insured** which are outstanding due to the refusal of the **Insured's** client to pay for work done by the **Insured** in the ordinary course of its **Professional Business** up the **Indemnity Limit**, provided that:

- a) the client has reasonable grounds for being dissatisfied with the **Insured's** work; and
- b) the client has made a threat during the **Period of insurance** to make a **Claim** which would be covered under Insuring Clause 1 for more than the amount owed; and
- c) the **Insured** has notified **Insurers** during the **Period of insurance** of the client's threat.
- d) the dispute is settled on terms that the parties will release all **Claims** and warrant not to pursue the **Claims**; and
- e) in all the **circumstances Insurers** consider that payment of the outstanding fees will avoid a **Claim** for a greater amount which falls for cover under Insuring Clause 1. And:
 - I. If, following a payment under this Insuring Clause, a **Claim** under Insuring Clause 1 still arises then the amount paid under this section will be deducted from the **Indemnity Limit**; and
 - II. If the **Insured** eventually recovers part or all of the debt then such recovered amount shall be repaid to the **Insurer** less the **Insured's** reasonable expenses of recovering the debt due.

7. Data protection defence costs

Legal costs and expenses in the defence of any criminal proceedings arising from the **Insured's Professional Business** brought against the **Insured** during the **Period of insurance** under The Data Protection Act 1998 or amending or superseding legislation, up to a maximum of GBP 100,000 in the aggregate in the **Period of insurance** provided always that:

- a) the **Insurer** has given prior written consent;
- b) the act, error or omission giving rise to the proceedings shall have been committed by the **Insured** in the ordinary course of the **Professional Business**;
- c) the **Insurer** shall be entitled to appoint solicitors and counsel to act on behalf of the **Insured**;
- d) the **Insurer** shall have no liability to pay costs and expenses incurred subsequent to a plea or finding of guilt on the part of the **Insured**, or in the event that Counsel should advise that there are no reasonable prospects of successfully defending the proceedings, except for costs incurred solely for the purpose of making a plea in mitigation before sentencing or costs incurred in making an appeal if Counsel shall advise that the prospects of a successful appeal following a finding of guilt are reasonable

8. Reputation management

Costs of a public relations and/or crisis management consultant to avert or mitigate any material damage to the **Insured's** business reputation, up to a maximum of GBP 50,000 in the aggregate in the **Period of insurance**, provided that:

- a) the potential reputational harm results from a **Claim** which falls for cover under Insuring Clause 1;
- b) the costs are reasonable and necessary;
- c) the **Insurer** has given prior written consent

9. Costs of criminal proceedings

Legal costs and expenses in the defence of any proceedings brought under the prevailing listed building, building regulation or health and safety legislation and any applicable orders or regulations made pursuant to that legislation or any applicable codes of practice or procedures issued by any governing body concerned with health and safety, and arising from the **Insured's Professional Business**:

- I. up to a maximum liability of 80% of the total fees incurred; and
- II. up to an aggregate of £100,000 (and in the aggregate with Insuring Clause 8);

provided always that:

- a) the costs are incurred with the **Insurer's** prior consent;
- b) the **Insurer** shall be entitled to appoint solicitors and counsel to act on behalf of the **Insured**;
- c) the **Insurer** shall have no liability to pay costs incurred subsequent to a plea or finding of guilt on the part of the **Insured**, or in the event that Counsel should advise that there are no reasonable prospects of successfully defending the proceedings, except for costs incurred solely for the purpose of making a plea in mitigation before sentencing or costs incurred in making an appeal if Counsel shall advise that the prospects of a successful appeal following a finding of guilt are reasonable.

10. Court attendance

Expenses and compensation for the time of attending Court or any arbitration or adjudication hearing as witness of fact in connection with any **Claim**, in respect of which the **Insured** is indemnified under this Policy, at the following daily rates :

- I. Any principal, partner, **Member** or director of the **Insured** GBP250;
- II. Any **Employee** GBP100;

provided that:

- a) the **Insurer** has given prior written consent; and
- b) the legal advisers acting for the **Insured** have advised that the attendance is necessary.

11. Mitigation of loss

Costs and expenses incurred , in addressing, remedying or rectifying a problem or issue or mitigating the effects of an act, error or omission which is likely to give rise to a **claim** under Insuring Clause 1 of this section, provided that:

- a) The costs and expenses are incurred with the **Insurer's** prior written consent; and
- b) The anticipated **Claim** is likely to be for an amount in **damages** and costs which exceeds the estimated costs of mitigation.

If the **Insured** is unable to get prior written consent from the **Insurer** due to time constraints or lack of detailed information, the **Insurer** will pay such expenses provided that the **Insured** can demonstrate that:

- a) such expenses were less than the amount of a potential **claim**; and
- b) the amount is reasonable; and
- c) the **Insured's** client has received the same level and quality of service or deliverables that they were originally entitled to receive.

Any payment made under this Clause will exclude the **Insured's** lost profit, mark-up, own management costs, wages or VAT or its equivalent and compensation for management time or any lost files or commissions from any other client or potential client. If a **claim** is later made the amount of expenses paid under this section will be deducted from the **Indemnity Limit** for that **claim**.

12. Pollution

- a) The **Insurer** shall indemnify the **Insured** for any civil liability arising from a breach of professional

duty by the **Insured** in the course of the **Professional Services** directly resulting from sudden and accidental **Pollution** if any **Claim** in relation to such civil liability is first made against the **Insured** and notified to the **Insurer** during the **Period of insurance**.

- b) The **Insurer** shall indemnify the **Insured** for **Defence costs** in relation to a **Claim** covered by this clause.
- c) The **Limit of Indemnity** under this clause shall be the lower of either the **Limit of Indemnity** in the **Schedule** but in the aggregate (not any one **Claim**) or GBP 250,000 in the aggregate and always including **Defence costs**.
- d) This clause shall override and apply in place of any insuring clause which could be interpreted as providing more extensive cover.

13. Asbestos

- a) The **Insurer** shall indemnify the **Insured** for any civil liability arising from a breach of professional duty by the **Insured** in the course of the **Professional Services** directly resulting from sudden and accidental **Asbestos** if any **Claim** in relation to such civil liability is first made against the **Insured** and notified to the **Insurer** during the **Period of insurance**.
- b) The **Insurer** shall indemnify the **Insured** for **Defence costs** in relation to a **Claim** covered by this clause.
- c) The **Limit of Indemnity** under this clause shall be the lower of either the **Limit of Indemnity** in the **Schedule** but in the aggregate (not any one **Claim**) or GBP 250,000 in the aggregate and always including **Defence costs**.
- d) This clause shall override and apply in place of any insuring clause which could be interpreted as providing more extensive cover.

14. Joint Venture or Consortium

The **Insurer** will indemnify the **Insured**, in respect of any **Claim** first made against the **Insured** and notified to the **Insurer** during the **Period of insurance**, in their capacity as a **Member** of a joint venture or consortium in respect of their civil liability arising out of the **Insured's Professional Services**, provided that:

- a) the **Insurer** had been previously notified by the **Insured** of and had agreed in writing to cover any joint venture or consortium created prior to or during the **Period of insurance**;
- b) the indemnity shall only be to the extent of the **Insured's** own proportionate share of any joint liability they may have as a **Member** of that joint venture or consortium.
- c) this clause shall override and apply in place of any insuring clause which could be interpreted as providing more extensive cover.

15. Loss of Documents

The **Limit of Indemnity** for this cover shall be £250,000 in the aggregate unless a lower amount is stated in the Schedule. The **Excess** for this cover shall be £1,000 for each and every **Claim**.

Documents include Deeds, wills, agreements, maps, plans, records, written or printed books, letters, certificates, or any other documents or forms of any nature whatsoever whether written, printed or held electronically, but excluding:

- a) any bearer bonds or coupons, bank or currency notes, share certificates, stamps or other negotiable paper; and
- b) any information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed or stored by a **Computer System**.

Extensions Applicable to Section 1

In respect of indemnity provided under Insuring Clause 1 and subject otherwise to Policy terms and conditions the following extensions of cover apply.

1. Sub Contractors

Where the **Insured** has engaged a third party under a written contract to provide **Professional Business services** under the **Insured's** supervision, the **Insurer** will indemnify the **Insured** for any **claim** brought as a result of the subcontractor's work undertaken on the **Insured's** behalf to the extent that the **Insured** has not waived or otherwise impaired any rights of recourse against said sub-contractors.

2. Mergers and Acquisitions

If, during the **Period of insurance** the **Insured** creates or acquires a company or companies subsequent to inception and the turnover relating to all such created or acquired companies does not exceed 10% of the estimated turnover of the companies covered under this Policy at inception (less the turnover for companies sold during the **Period of insurance**), then this policy shall include as an **Insured** any such company created or acquired automatically from the date of creation or acquisition without additional premium provided that:

- a) **Professional Business services** carried out by such company is similar to that of the **Insured**; and
- b) Prior to the acquisition the acquired company's directors or officers shall not have notified or be aware of any professional indemnity **Claims** or **circumstances**; and
- c) the **Retroactive Date** applicable to the **Professional Business services** of the new entity is deemed to be the date of acquisition:

Where the **Insured** creates or acquires a company or companies subsequent to inception and the turnover relating to all such created or acquired companies exceeds 10% of the estimated turnover of the companies covered under this Policy at inception (less the turnover for companies sold during the **Period of insurance**), then this Policy shall include as an **Insured** any such company created or acquired automatically from the date of creation or acquisition provided that:

- a) the terms stated in 3a) i) to iii) above also apply to such created or acquired companies;
- b) the **Insured** notifies the **Insurer** as soon as is reasonably practicable of the creation or acquisition;
- c) the **Insured** accepts the revised premium and or terms applying to each and every such creation and or acquisition;
- d) all cover in respect of such created or acquired entities will terminate 30 days following creation or acquisition if terms cannot be agreed between the **Insured** and the **Insurer**.

Indemnity Applicable to Section 1

- 1) The sum stated as the **Indemnity Limit** in the Schedule applies in respect of each and every **Claim** for which indemnity is provided under this Policy.
- 2) 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**.
- 3) The indemnity afforded under the terms of this Policy is provided jointly to all parties constituting the **Insured** and for all purposes this Policy shall be considered as a joint policy with one **Indemnity Limit**.
- 4) The sublimits under Insuring Clauses 4, 5, 7, 8, 9, 12, 13 and 15 are in the aggregate.
- 5) The indemnity provided under Insuring Clauses 2), 3), 4), 5), 6), 7), and 9) is not additional to and shall not increase the **Indemnity Limit**.

Exclusions Applicable to Section 1

The **Insurer** shall not be liable to indemnify the **Insured** against any **Claim**, loss or liability arising directly or indirectly from or in any way connected to:

Exclusions of particular bases of liability

1) Employers Liability

bodily injury, sickness, disease or death sustained by any person arising out of and in the course of their employment by the **Insured** in any capacity, or for any breach of any obligation owed by the **Insured** as an employer to any partner, principal, director, **Member** or **Employee** or applicant for employment;

2) Bodily injury/property damage

bodily injury, sickness, disease, psychological **injury**, emotional distress, nervous shock or death sustained by any person or any loss, damage or destruction of property unless such **Claim** arising out of **Professional Services**

3) Project partnering

work carried out by any project partnership of which all or any of the **Insured** form part unless the **Claim** or loss emanates from the acts or omissions of the **Insured**

4) Joint ventures

any joint venture not covered by an insuring clause.

5) Valuation reports

any valuation report prepared by or on behalf of the **Insured** except for the purpose of certifying payments due to contractors or measuring quantities

6) Insurance, finance and costs

- a) the arranging or maintenance of insurance, sureties or bonds or the provision of finance or advice on financial matters;
- b) estimates of construction costs;

7) Other appointments

An **Insured's** role as:

- a) director or officer of the **Insured** or any other company or arising out of the management of the **Insured** or any other company; or
- b) trustee of any trust, officer or **employee** of any pension fund or any other **employee** benefit scheme, whether for the benefit of **Members** or **Employees** of the **Insured** or otherwise.

8) Cyber

- a) The failure of any **Computer System** or other electronic or of any program, instruction or data for use in any **Computer System** or other electronic processing device, equipment or system to function in the way expected or intended; or

- b) **Computer Viruses;**
- c) **Security Breaches;**
- d) **Cyber Extortion;**
- e) **Cyber Terrorism;**
- f) loss or damage of or to computer software or computer hardware or any **Digital Assets;** or
- g) a **Denial of Service Attack.**

9) **Electronic Data Processing Media**

any costs for recreating **Electronic Data**. Should **electronic data** processing media **Insured** by this policy suffer physical loss or damage **Insured** by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **Electronic Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such **Electronic Data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However the **Insurer** shall not be liable to indemnify the **Insured** against any **Claim**, loss or liability arising directly or indirectly from or in any way connected to any amount pertaining to the value of such **Electronic Data** to the **Insured** or any other party, even if such **Electronic Data** cannot be recreated, gathered or assembled.

Exclusions of particular business losses and activities

10) **Land buildings etc**

the ownership, possession or use by or on behalf of the **Insured** of any land, buildings, aircraft, watercraft, vessel or mechanically propelled vehicle;

11) **Contractual liability**

- a) any breach or alleged breach of any contractual duty or duty of care but only to the extent that such duty is more onerous than would otherwise arise by common law or statute;
- b) any breach of warranty, guarantee or indemnity unless the resulting liability would have arisen anyway

12) **Products**

- a) goods or **products** sold, supplied, repaired, altered, manufactured, installed or maintained; or
- b) buildings, building works or physical structures constructed, repaired, installed, erected, removed or demolished;

by the **Insured** or any **Financially associated person or entity** or sub-contractor of the **Insured** unless such **claim** is the direct consequence of any negligent design or specification arising out of the performance of the **Insured's Professional Business;**

13) **Insolvency/bankruptcy of Insured**

the insolvency, bankruptcy or liquidation of the **Insured**

14) **Defective Workmanship**

any defective workmanship, defective materials, manual labour operations or any defective materials or production techniques used in the manufacture of any **product**.

15) **Fines and penalties**

TIS PIPW (DandC) v2.0 Oct 2024

any fines, penalties, punitive or exemplary **damages**.

16) Trading losses

- a) any trading loss or trading liability incurred by any business managed or carried on by the **Insured** (including the loss of any client account or business);
- b) loss caused by the **Insured** in consequence of a share or asset sale to any prospective purchaser, associated business, merger partner, joint venture partner or similar because of any misstatement or misrepresentation made by the **Insured**;
- c) the actual or alleged over-charging or improper receipt of fees by the **Insured**.

17) Patents

the infringement of any patent;

18) Obscenity

any obscenity, blasphemy or pornographic material;

19) Libel and slander or defamation

libel, slander or defamation arising directly or indirectly from statements made or published by the **Insured** unless the **Insured** can demonstrate that it neither knew nor ought reasonably to have known that the statement was defamatory at the time that it was published;

20) Financial advice

the provision by the **Insured** of any investment or financial advice, the effecting or maintenance of Insurance and any arrangements made by or on behalf of the **Insured** in respect of any finance, credit or leasing agreement.

21) Employee benefit schemes / stocks and shares

the operation or administration of any pension or other **employee** benefit scheme or trust fund, or the sale or purchase or dealing in any stocks, shares or securities or the misuse of any information relating to them or the breach of any related legislation or regulation;

22) Taxation, competition, restraint of trade

the breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation;

23) Official action or investigation

any official action or investigation by or decision or order of any public, local or government body or authority;

24) Loss, damage, or destruction of bearer bonds

the loss, damage or destruction of any bearer bonds, coupons, bank or currency notes, share certificates, stamps, money or other negotiable paper;

25) Utility provider

arising out of the failure of the service provided by an internet service provider, any telecommunications provider or other utility provider;

Exclusions of particular large risks - environmental, war and terrorism risks

26) Pollution

Pollution that is not sudden and accidental.

27) Radioactive contamination or explosive nuclear assemblies

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

28) War

war, invasion, acts of foreign enemies, hostiles (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority

29) Terrorism

act of terrorism, including but not limited to, **Claims** arising out of or in connection with biological, chemical, radiological or nuclear **pollution** or contamination regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the **Insurers** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Reassured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

30) Asbestos

any of the following:

- a) **Asbestos Inspections** carried out by the **Insured**.
- b) **Bodily Injury** due to asbestos or fear of suffering **Bodily Injury** due to asbestos.
- c) Any **Claim** involving asbestos not covered by an insuring clause of this **Policy**.

31) Covid-19 / Infectious Disease

- a) Coronaviruses; and
- b) Coronavirus disease (COVID-19); and
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and
- d) any mutation of or variation of a, b, or c above; and
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation;

- and
- f) any fear or anticipation of a, b, c, d, or e above

32) PFAS (Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances)

1. any **bodily injury, property damage**, personal and **advertising injury**, liability, damage, compensation, sickness, disease, death, medical payment, defence cost, cost, expense, or any other amount, irrespective of any other contributing cause, associated with **PFAS**.
2. any loss, cost, or expense from **Claims**, litigation, disputes, arbitration, investigations, or other legal proceedings relating to:
 - a. Exposure to, presence of, or contact with **PFAS**-containing materials.
 - b. Any activities involving **PFAS**, including but not limited to manufacturing, use, sale, installation, distribution, handling, or disposal.
 - c. Testing, clean-up, remediation, or any other assessment or response to **PFAS** presence or effects.
 - d. Failure to report or adequately warn about the effects or presence of **PFAS**.

If the **Insurer** alleges that by reason of this exclusion, any loss is not covered by this insurance, the burden of proving the contrary shall be upon the **Insured**.

33) Sanctions

no **Insurer** shall be deemed to provide cover and no **Insurer** shall be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose that **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulation of the European Union, United Kingdom or United States of America

34) Fire Safety

- a) the combustibility, fire safety requirements or fire protection performance of any façade materials, roof materials, cladding, core, filler, composite, insulation, glazing, balconies, terraces, doors, hatches, signage, decorative panels, roof voids, roof cavities, chimneys, flues, external wall system and/or internal wall system of any building or structure, external roof system and/or internal roof system above the ceiling level of the upper-most storey of any building or structure, including but not limited to any component or material used for the external cladding or façades or roofs of any building or structure, insulation, and signage, and the manufacture, assembly, fixing or construction thereof;
- b) any aspect of fire safety or fire performance of a building or structure; including but not limited to warning of fire, escape from the building or structure in the event of fire, fire spread, structural integrity, the provision of access and facilities to the emergency services and/or the provision of premises not fit for habitation;
- c) any aspect of fire safety or fire performance of a building or structure not falling within 1. or 2. above.

35) Nuclear

Nuclear Energy Risks whether such risks are written directly and / or by way of insurance and / or via Pools and / or Associations.

For all purposes of this policy Nuclear Energy Risks shall mean all first party and / or third party insurances (other than Workers' Compensation and Employers' Liability) in respect of:

- I. All Property on the site of a nuclear power station. Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.

- II. All Property, on any site (including but not limited to the sites referred to in (I) above) used or having been used for:
 - a. the generation of nuclear energy or
 - b. the Production, Use or Storage of Nuclear Material.
- III. Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and / or Association but only to the extent of the requirements of that local Pool and / or Association.
- IV. The supply of goods and **services** to any of the sites, described in (I) to (III), above unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material

Except as undernoted, Nuclear Energy Risks shall not include:

- I. Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (I) to (III) above (including contractors' plant and equipment).
- II. any Machinery Breakdown or other Engineering insurance or insurance not coming within the scope of (i) above.

Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

- 1) The provision of any insurance whatsoever in respect of:
 - a) Nuclear Material,
 - b) any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and / or Association.
- 2) The provision of any insurance or for the under noted perils:
 - fire, lightning, explosion,
 - earthquake,
 - aircraft and other aerial devices or articles dropped there from,
 - irradiation and radioactive contamination,
 - any other peril **Insured** by the relevant local Nuclear Insurance Pool and / or Association,

in respect of any other Property not specified in (1) above which directly involves the production, use or storage of Nuclear Material as from the introduction of Nuclear Material into such Property

Definitions

"Nuclear Material" means:

- I. nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material, and
- II. Radioactive Products or Waste.

"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Installation" means:

TIS PIPW (DandC) v2.0 Oct 2024

- I. any Nuclear Reactor,
- II. any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel, and
- III. facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

"Nuclear Reactor" means:

any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means:

the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

"Property" means:

all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

"High Radioactivity Zone or Area" means:

- I. for nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store, and
- II. for non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

Exclusions affecting the application of the policy

36) Claims or Circumstances known at inception

any **claim** or **circumstance** of which the **Insured** was, or ought reasonably to have been, aware prior to inception of this Policy, whether notified under any other insurance or not.

For the purposes of this exclusion section 8 of the Insurance Act 2015 does not apply.

37) Other insurance

in respect of which the **Insured** is, or but for the existence of this Policy would be, entitled to indemnity under any other insurance except in respect of any **excess** beyond the amount which is payable under such other insurance;

38) Geographical limits

Acts, errors or omissions by the **Insured** occurring in the USA and Canada or anywhere outside the **Geographical Limits**.

39) Jurisdiction

in respect of **Claims**:

- a) brought outside the **Jurisdiction** (including the enforcement within the **Jurisdiction** of a judgment or finding of another court or tribunal that is not within the **Jurisdiction**);

- b) in which it is contended that the governing law is outside the **Jurisdiction**;
- c) brought outside the **Jurisdiction** to enforce a judgment or finding of a court or other tribunal in any other **Jurisdiction**.

40) Claims by financially associated persons or entities

In respect of **Claims** made against the **Insured** by any **Financially associated person or entity** whether alone or jointly with any other person or entity. However, this exclusion shall not apply to any **Claim** brought against the **Insured** by a **Financially associated person or entity** which is for an indemnity against or contribution towards a **Claim** by an independent third party which would, if brought against the **Insured** directly, be covered by this Policy.

41) Retroactive Date

any act, error or omission committed or alleged to have been committed prior to the **Retroactive Date** (if any) specified in the Schedule.

42) Excess

The first amount of each **Claim** which is payable by the **Insured** and for which no insurance is provided by this Policy, the amount of which is stated in the Schedule.

43) Restricted recovery rights

where the **Insured's** right of recovery from any third party in respect of that **claim** has been restricted by the terms of any contract entered into by the **Insured**

Exclusions in respect of dishonesty

44) Dishonesty, illegal or criminal activities

no indemnity shall be provided for dishonest, illegal, criminal or fraudulent acts committed by any person after discovery by the **Insured** thereof or reasonable cause for suspicion of fraud or dishonesty on the part of that person, except as covered by Insuring Clause 1 c);

45) Deliberate acts

arising directly or indirectly from any deliberate or reckless breach, act, omission or infringement committed, condoned or ignored by the **Insured**, except as covered under Insuring Clause 1c) as a result of a dishonest fraudulent or malicious act or omission of any former or present **Employee**.

Notification and **Claims** Conditions – Section 1

1) **Claim Notification**

- 1.1 As conditions precedent to their right to be indemnified under this Policy the **Insured**:
- a) shall inform the **Insurer** of a **Claim, Circumstance** or reasonable cause for suspicion of dishonesty or fraud as soon as possible, and in any event within 28 days of the **Insured** becoming aware of it,, and no later than the expiry of the **Period of insurance**, or if the **Insured** renews this Policy with the **Insurer**, within 7 days after its expiry.
 - b) shall not admit liability, make any offer for or settle any **Claim**, or incur any costs or expenses in connection with any such **Claim** or **Circumstance**, without the prior written consent of the **Insurer**; and
 - c) shall, as soon as practicable given the **circumstances**, give all such information and assistance as the **Insurer** may require and provide their full co-operation in the defence or settlement of any **Claim**.
- 1.2 Every letter of **claim**, writ, summons or process and all documents relating thereto and any other written notification of **claim** shall be forwarded, unanswered, to the **Insurer** immediately they are received. The **Insured** shall at all times, in addition to their obligations set out above, afford such information to and cooperate with the **Insurer** to allow the **Insurer** to be able to comply with such relevant procedural rules and requirements as may apply.
- 1.3 Provided that notice has been given in accordance with clause 1.1(a) above, any subsequent **Claim** arising out of a notified **Circumstance** shall be deemed to have been made during the **Period of insurance**.
- 1.4 Notifications made pursuant to clause 1.1 above should be addressed to

Kennedys **Claims** Handling Team
c/o Moorhouse Group
Kennedys Law LLP
20 Fenchurch St
London
EC3M 3BY
Telephone: 02920 849586
Email: moorhouseClaims@kennedyslaw.com

2) **Conduct of Claims**

- 2.1. The **Insurer** shall be entitled at its own expense to take over and within its sole discretion to conduct in the name of the **Insured** the defence and settlement of any **Claim**.
- 2.2. Neither the **Insured** nor the **Insurer** shall be required to contest any legal proceedings unless a King's Counsel (to be mutually agreed upon by the **Insured** and the **Insurer**) shall advise that such proceedings should be contested.
- 2.3. The **Insurer** may at any time in connection with any **Claim** made, pay to the **Insured** the **Indemnity Limit** (after deduction of any sums already paid) or any lesser sum for which, in the sole opinion of the **Insurer**, the **Claim** can be settled and upon such payment being made the **Insurer** shall relinquish the conduct and control of and have no further liability in connection with the **Claim**.
- 2.4. The **Insurer** shall not exercise any right of subrogation against any former or present **Employee**, unless the **Insurer** shall have made a payment brought about or contributed to by any act or omission of the **Employee** or former **Employee** which was dishonest, fraudulent or malicious or the **Employee** or former **Employee** conspired to commit or condoned any such dishonest, fraudulent or malicious act.

2.5. In the event of a loss or **claim** which involves the dishonest, fraudulent or malicious act or omission of any former or present **Employee** the **Insured** shall take all reasonable action (including legal proceedings) to obtain reimbursement from the **Employee** concerned (and from any **Employee** who may have conspired to commit or have condoned such act) or from the estate or legal representatives of such **Employee**. Any monies which but for such dishonest, fraudulent or malicious act or omission would be due to such **Employee** from the **Insured** or any monies held by the **Insured** for such **Employee** shall be deducted from any amount payable under this Policy

Section 2 – General Liability Insurance

Insuring Clauses Applicable to Section 2

1. Employers' Liability

The **Insurer** will indemnify the **Insured** against their legal liability to pay damages and **Claimant's** costs and expenses for accidental **Injury** to **Employees** first occurring during the **Period of insurance** in connection with the **Insured's Professional Business**.

The indemnity granted 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, the Island of Jersey, the Island of Guernsey, the Island of Alderney and **Offshore** installations in territorial waters around Great Britain and its Continental Shelf but the **Insured** shall repay to the **Insurer** all sums paid by the **Insurer** which the **Insurer** would not have been liable to pay but for the provisions of such law, ordinance or statute

2. Public Liability

The **Insurer** will indemnify the **Insured** against their legal liability to pay **damages** and **Claimant's** costs and expenses for accidental **Injury** and **Property Damage** first occurring during the **Period of insurance** in connection with the **Insured's Professional Business**.

3. Products

The **Insurer** will indemnify the **Insured** against their legal liability to pay **damages** and **Claimant's** costs and expenses for accidental **Injury** and **Property Damage** first occurring during the **Period of insurance** caused by a **Product** in connection with the **Insured's Professional Business**.

4. Pollution Liability

The **Insurer** will indemnify the **Insured** against their legal liability to pay **damages** and **Claimant's** costs and expenses for accidental **Injury** and **Property Damage** first occurring during the **Period of insurance** caused by **Pollution** in connection with the **Insured's Professional Business**.

5. Defence costs and expenses

The **Insurer** will pay **Defence costs** to any indemnity under Insuring Clauses 1, 2, 3 and 4.

Extensions Applicable to Section 2

1. Principals

Where the **Insured** so requests the **Insurer** agrees to indemnify any Principal of the **Insured** but only to the extent that such liability arises solely out of the work performed for the Principal by or on behalf of the **Insured's Professional Business services** and such Principal shall be subject to and comply with the terms, Conditions and Exclusions herein and this clause shall in no way operate to increase the **Indemnity Limits** as stated in the Schedule.

2. Indemnity to others

At the request of the **Insured** the indemnity granted extends to:

- a) any party who enters into an agreement with the **Insured** for any purposes of the **Professional Business** but only to the extent required by such agreement to grant such indemnity and subject always to Exclusion 3.c) to Section 2B and Exclusion 3. to Sections 2B, C and D;
- b) officials of the **Insured** in their business capacity arising out of the performance of the
- c) **Professional Business** and/or in their private capacity arising out of their temporary engagement of the **Insured's Employees**;
- d) any person or firm arising out of the performance of a contract with the **Insured** constituting the provision of labour only;
- e) the officers, committee and **Members** of the **Insured's** canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacity as such;
- f) the personal representatives of any person indemnified by reason of this Extension in respect of liability incurred by such person;

provided always that all such persons or parties shall observe fulfil and be subject to the terms, Conditions and Exclusions of this Policy as though they were the **Insured**

3. Cross Liabilities

Each person or party specified as the **Insured** in the Schedule is separately indemnified in respect of **Claims** made against any of them by any other subject to **Insurer's** total liability not exceeding the stated **Indemnity Limits**.

4. Unsatisfied court judgements (applicable only to section 2A)

The **Insurer** at the request of the **Insured** will pay to the **Employee** or the personal representatives of the **Employee** the amount of any **damages** and awarded costs to the extent that they remain unsatisfied in whole or in part six months after the date of a judgment being obtained within any court in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man:

- a) by any **Employee** or the personal representatives of any **Employee** in respect of **Injury** sustained by the **Employee** arising out of and in the course of their employment by the **Insured** in the **Professional Business** and caused during the **Period of insurance**; and
- b) against any company or individual operating from premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
provided always that:
 - I. there is no appeal outstanding against such judgment; and
 - II. if any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the benefits of such judgment to the **Insurer**.

The liability of the **Insurer** for all amounts payable under this Extension relating to any **Claimant** or number of **Claimants** in respect of an occurrence or series of occurrences arising out of one originating cause shall not exceed the **Indemnity Limit** stated in the Schedule against section 2A.

5. Compensation for court attendance

In the event of any of the persons stated below 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 these sections 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**: GBP 250;
- b) any **Employee** of the **Insured**: GBP100

Indemnity Limits Applicable to Section 2

1. The indemnity applies only to such liability as defined by each Insuring Clause.
2. **Defence costs** will be payable in addition to the **Indemnity Limits** unless this Policy is specifically endorsed to the contrary.
3. In the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity by more than one Insuring Clause, each Insuring Clause shall apply separately and be subject to its own separate **Indemnity Limit** provided always that the total amount of the **Insurer's** liability shall be limited to the greatest **Indemnity Limit** available.
4. The **Insurer's** liability to pay **damages** and **Claimant's** costs and expenses under Insuring Clause 1 shall not exceed the sum stated in the Schedule against Insuring Clause 1 in respect of any one occurrence or series of occurrences arising out of one originating cause.
5. In respect of Insuring Clauses 2, 3 and 4:
 - a. the **Insurer's** liability to pay **damages** and **Claimant's** costs and expenses shall not exceed the sum stated in the Schedule against each Insuring Clause in respect of any one occurrence or series of occurrences arising out of one originating cause but under Insuring Clauses 3 and 4 the **Indemnity Limits** represent the **Insurer's** total liability in respect of all occurrences.
 - b. The **Indemnity Limit** shall apply in addition to the **Excess**

Exclusions Applicable to Section 2

Exclusions applicable to all Insuring Clauses

The **Insurer** shall not be liable to indemnify the **Insured** against any **Claim**, loss or liability arising directly or indirectly from or in any way connected to:

1. Demolition and other particular work

- a) any work of demolition except demolition solely undertaken with hand held tools and of structures not exceeding 5 metres in height by **Employees** in the direct service of the **Insured** when such work forms an ancillary part of a contract for construction, alteration or repair carried out by the **Insured**;
- b) the construction, alteration or repair of bridges, towers, steeples, chimney shafts, blast furnaces, viaducts, mines, dams or transport tunnels;
- c) pile driving, tunnelling or quarrying;
- d) the use of explosives for any purpose;
- e) excavations below 3 metres in depth;
- f) any work carried out at a height in excess of 15 metre;
- g) ship repair/ship breaking and/or work on vessels or aircraft;

2. Radiation and toxic damage

- 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 but as far as concerns Section 2A this Exclusion will only apply where such legal liability is:
 - I. that of any principal;
 - II. accepted under agreement and would not have attached in the absence of such agreement.

3. Other insurance

Loss or liability which forms the subject of insurance by any other Policy and this Policy shall not be drawn into contribution with such other insurance;

4. Cyber

- a) The failure of any **Computer System** or other electronic or of any program, instruction or data for use in any **Computer System** or other electronic processing device, equipment or system to function in the way expected or intended; or
- b) **Computer Viruses**;
- c) **Security Breaches**;
- d) **Cyber Extortion**;
- e) **Cyber Terrorism**;
- f) loss or damage of or to computer software or computer hardware or any **Digital Assets**; or
- g) a **Denial of Service Attack**.

5. Sanctions

no **Insurer** shall be deemed to provide cover and no **Insurer** shall be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose that **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulation of the European Union, United Kingdom or United States of America

6. Nuclear

Nuclear Energy Risks whether such risks are written directly and / or by way of insurance and / or via Pools and / or Associations.

For all purposes of this policy Nuclear Energy Risks shall mean all first party and / or third party insurances (other than Workers' Compensation and Employers' Liability) in respect of:

- V. All Property on the site of a nuclear power station. Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- VI. All Property, on any site (including but not limited to the sites referred to in (I) above) used or having been used for:
 - a. the generation of nuclear energy or
 - b. the Production, Use or Storage of Nuclear Material.
- VII. Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and / or Association but only to the extent of the requirements of that local Pool and / or Association.
- VIII. The supply of goods and **services** to any of the sites, described in (I) to (III), above unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material

Except as undernoted, Nuclear Energy Risks shall not include:

- III. Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (I) to (III) above (including contractors' plant and equipment).
- IV. any Machinery Breakdown or other Engineering insurance or insurance not coming within the scope of (i) above.

Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

- 3) The provision of any insurance whatsoever in respect of:
 - c) Nuclear Material,
 - d) any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and / or Association.
- 4) The provision of any insurance or for the under noted perils:
 - fire, lightning, explosion,
 - earthquake,
 - aircraft and other aerial devices or articles dropped there from,
 - irradiation and radioactive contamination,
 - any other peril **Insured** by the relevant local Nuclear Insurance Pool and / or Association,

in respect of any other Property not specified in (1) above which directly involves the production, use or storage of Nuclear Material as from the introduction of Nuclear Material into such Property

Definitions

"Nuclear Material" means:

III. nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material, and

IV. Radioactive Products or Waste.

"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Installation" means:

- IV. any Nuclear Reactor,
- V. any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel, and
- VI. facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

"Nuclear Reactor" means:

any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means:

the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

"Property" means:

all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

"High Radioactivity Zone or Area" means:

- III. for nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store, and
- IV. for non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

7. Electronic Data Processing Media

any costs for recreating **Electronic Data**. Should **electronic data** processing media **Insured** by this policy suffer physical loss or damage **Insured** by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **Electronic Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such **Electronic Data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However the **Insurer** shall not be liable to indemnify the **Insured** against any **Claim**, loss or liability arising directly or indirectly from or in any way connected to any amount pertaining to the value of such **Electronic Data** to the **Insured** or any other party, even if such **Electronic Data** cannot be recreated, gathered or assembled.

Exclusions applicable to Insuring Clause 1 – Employers' Liability

The **Insurer** shall not be liable to indemnify the **Insured** against any **Claim**, loss or liability arising directly or indirectly from or in any way connected to:

1. Compulsory Motor insurance liability

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 Legislation.

2. Medical and other expenses

medical costs and expenses incurred by the **Insured** and/or any **employee** of the **Insured**
repatriation costs and expenses incurred by the **Insured** and/or any **employee** of the **Insured** who is injured outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

Exclusions applicable to Insuring Clause 2 – Public Liability

The **Insurer** shall not be liable to indemnify the **Insured** against any **Claim**, loss or liability arising directly or indirectly from or in any way connected to:

1. Vehicles

ownership, possession or use of any mechanically propelled vehicle where a Certificate of Motor Insurance or surety is required under any Road Traffic Act or similar legislation other than:

- a) vehicles designed primarily to operate as tools of trade (which term shall be deemed to include any plant primarily designed to operate on or about a contract site);
- b) other vehicles brought on to site for use on site.

This exclusion shall not apply in respect of the use of vehicles belonging to **Employees** or third parties in connection with the **Professional Business** unless indemnity is provided:

- I. to any **Employee**;
- II. to third parties;
- III. to the **Insured** under any other insurance;
- IV. in respect of loss of or damage to any vehicle of any **Employee** or third party to whom the indemnity is provided or any property conveyed therein or thereon.

2. aircrafts and watercrafts

arising out of the ownership, possession or use by or on behalf of the **Insured** of any aircraft, watercraft or hovercraft (other than watercraft not exceeding 15 metres in length and then only whilst on inland waterways);

3. the Insured's property

for damage to property owned, leased or hired by or under hire purchase or on loan to the **Insured** or otherwise in the **Insured's** care, custody or control other than:

Exclusions applicable to Insuring Clause 3 – Products Liability

The **Insurer** shall not be liable to indemnify the **Insured** against any **Claim**, loss or liability arising directly or indirectly from or in any way connected to:

1. Damage to the Insured's product

damage to any **Product** or part thereof;

2. Repairs and replacements

for costs incurred in the repair, reconditioning or replacement of any **Product** or part thereof and/or any financial loss consequent upon the necessity for such repair, reconditioning or replacement

3. Recall

the recall of any **Product** or part thereof;

4. Incorporation of product in aircraft

any **Product** which with the **Insured's** knowledge is intended for incorporation into the structure, machinery or controls of any aircraft except where specifically stated to be included in the **Professional Business**;

5. Incorporation of product in marine equipment

any **Product** which is intended for incorporation into any marine equipment upon which the navigation or safety of a waterborne vessel depends except where specifically stated in the **Professional Business**;

6. Use in motor vehicle

any **Product** which is intended for use in a motor vehicle except where especially stated to be included in the **Professional Business**;

7. Use in railways

any **Product** which is intended for use in connection with railways or tramways except where especially stated to be included in the **Professional Business**.

Exclusions applicable to Insuring Clause 4 – Pollution Liability

The **Insurer** shall not be liable to indemnify the **Insured** against any **Claim**, loss or liability arising directly or indirectly from or in any way connected to:

1. The Insured's premises

- a) damage to premises presently or at any time previously owned or tenanted by the **Insured**;
- b) damage to land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by the **Insured** or otherwise in the **Insured's** care custody or control.

Exclusions applicable to Insuring Clauses 2, 3 and 4 – Public, Products and Pollution Liability

The **Insurer** shall not be liable to indemnify the **Insured** against any **Claim**, loss or liability arising directly or indirectly from or in any way connected to:

1. Employees

Injury to any **Employee**;

2. Deliberate disregard of risk

the deliberate, conscious or intentional disregard by the **Insured's** technical or administrative management of the need to take all reasonable steps to prevent **Injury** or damage;

3. Liquidated damages and penalties

liquidated **damages** clauses, penalty clauses or performance warranties until proven that liability would have attached in the absence of such clauses or warranties;

4. Asbestos

any actual or alleged liability whatsoever for any **Claim** or **Claims** in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos or any materials containing asbestos in whatever form or quantity.;

5. The excess

an amount less than the **Excess**. The **Excess** shall be deducted from each and every **claim** paid under the Policy;

6. Computer software

the design, sale or supply of computer software (which shall not include the media or its packaging on which such software is stored);

7. Professional services

advice, design, specification, formula or other breach of professional duty by the **Insured**.

8. War

war, invasion, acts of foreign enemies, hostiles (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

9. Terrorism

act of terrorism, including but not limited to, **Claims** arising out of or in connection with biological, chemical, radiological or nuclear **pollution** or contamination regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the **Insurers** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Reassured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

10. PFAS (Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances)

1. any **bodily injury, property damage, personal and advertising injury**, liability, damage, compensation, sickness, disease, death, medical payment, defence cost, cost, expense, or any other amount, irrespective of any other contributing cause, associated with **PFAS**.
2. any loss, cost, or expense from **Claims**, litigation, disputes, arbitration, investigations, or other legal proceedings relating to:
 - a. Exposure to, presence of, or contact with **PFAS**-containing materials.
 - b. Any activities involving **PFAS**, including but not limited to manufacturing, use, sale, installation, distribution, handling, or disposal.
 - c. Testing, clean-up, remediation, or any other assessment or response to **PFAS** presence or effects.
 - d. Failure to report or adequately warn about the effects or presence of **PFAS**.

If the **Insurer** alleges that by reason of this exclusion, any loss is not covered by this insurance, the burden of proving the contrary shall be upon the **Insured**.

11. Covid-19 / Infectious Disease

- a) Coronaviruses; and
- b) Coronavirus disease (COVID-19); and
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and
- d) any mutation of or variation of a, b, or c above; and
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- f) any fear or anticipation of a, b, c, d, or e above

12. Damage to computer programs and data

loss, damage, deterioration of or corruption (whether permanent or temporary) to computer programs or **electronic data** including consequential or pure financial loss;

13. Airports

work on any part of any aerodrome or airport provided for take off or landing of aircraft or the movement of aircraft or parking of aircraft including associated surface roads and ground equipment parking areas.

Notification and Claims Conditions – Section 2

Conditions 1,2, 3 and 4 below are conditions precedent to the **Insured's** right to be indemnified under Section 2 of this Policy.

1. The **Insured** shall give written notice to the **Insurer** as soon as reasonably practicable of any occurrence that may give rise to a **claim** under this Policy and shall give all such additional information as the **Insurer** may require. Every letter of **claim**, writ, summons or process and all documents relating thereto and any other written notification of **claim** shall be forwarded unanswered to the **Insurer** immediately they are received.

All **Claims** and enquiries should be addressed to:

Kennedys **Claims** Handling Team
c/o Moorhouse Group
Kennedys Law LLP
20 Fenchurch St
London
EC3M 3BY
Telephone: 02920 849586
Email: moorhouseclaims@kennedyslaw.com

The **Insured** shall at all times, in addition to their obligations set out above, afford such information to and co-operate with the **Insurer** or their appointed agents to allow the **Insurer** to be able to comply with such relevant procedure as may apply.

2. No admission, offer, promise or payment shall be made or given by or on behalf of the **Insured** without the written consent of the **Insurer** who shall be entitled to take over and conduct in the name of the **Insured** the defence or settlement of any **claim** or to prosecute in the name of the **Insured** for their own benefit any **claim** for indemnity or **damages** or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any **claim** and the **Insured** shall give all such information and assistance as the **Insurer** may reasonably require.
3. The **Insured** shall give notice, as soon as reasonably practicable, of any fact or event which materially affects the risks **Insured** by this Policy.
4. Where the premium is provisionally based on the **Insured's** estimates the **Insured** shall keep accurate records and after expiry of the **Period of insurance** declare as soon as possible such details as the **Insurer** requires. The premium shall then be adjusted and any difference paid by or allowed to the **Insured** as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to **Employees** the required declaration shall also include remuneration to persons engaged by the **Insured** to perform a contract constituting the provision of labour only.
5. The **Insurer** may at any time in connection with any **claim** made, pay to the **Insured** the **Indemnity Limit** (after deduction of any sums already paid) or any lesser sum for which, in the sole opinion of the **Insurer**, the **claim** can be settled and upon such payment being made the **Insurer** shall relinquish the conduct and control of and have no further liability in connection with the **claim**. For the avoidance of doubt, the **Insurer** shall have no liability to pay **Defence costs** and expenses incurred after the date upon which any such payment is made..
6. Except where the **Indemnity Limit** is inclusive of **Defence costs** if a payment exceeding the **Indemnity Limit** has to be made to dispose of a **claim** the liability of the **Insurer** to pay all **Defence costs** in connection therewith shall be limited to such proportion of the said **Defence costs** as the **Indemnity Limit** bears to the amount paid to dispose of a **claim**.

Complaints

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel that we have not offered you a first class service please write and tell us and we will do our best to resolve the problem

If you have any questions or concerns about your policy you should in the first instance contact

Compliance Officer

Toledo Insurance Solutions
Barclay House
Pontygwindy Road
Caerphilly
CF83 3HU

Telephone: 02920 849556
Email complaints@ToledoIS.co.uk

If you wish to make a complaint about your claim you can do so at any time by contacting:

Complaints Officer

Kennedys Claims Handling Team c/o Moorhouse Group
Kennedys Law LLP
20 Fenchurch St
London EC3M 3BY
Telephone: 02920 849586
Email: moorhouseclaims@kennedyslaw.com

The Financial Ombudsman Service (FOS)

Should you be dissatisfied with the way in which your complaint has been handled, the outcome of your complaint or you have not received a final response to your complaint within eight (8) weeks, you may have the right to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Contacting the Financial Ombudsman Service does not affect your right to take legal action.

The FOS's contact details are as follows:

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Email: complaint.info@financial-ombudsman.org.uk
Telephone: +44 (0)800 023 4567
Website: www.financial-ombudsman.org.uk

Please note you will need to refer your complaints to the Financial Ombudsman Service within six (6) months of receiving our final response.

The Financial Services Compensation Team

Accelerant Insurance UK Limited is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Financial Services Compensation Scheme in the unlikely event that Accelerant Insurance UK Limited is unable to meet its obligations to You under Your policy. This will depend on the type of insurance and the circumstances of the claim. The service provided by the Financial Services Compensation Scheme is free and impartial.

Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

Data Protection Notice

Toledo Insurance Solutions respects your right to privacy. In our Privacy Policy (available at <https://ToledoIS.co.uk/privacy-notice>) we explain who we are, how we collect, share and use personal information about you, and how you can exercise your privacy rights. If you have any questions or concerns about our use of your personal information, then please contact via email to compliance@ToledoIS.co.uk or in writing to The Data Protection Officer, Toledo Insurance Solutions, Barclay House, 2-3 Sir Alfred Owen Way, Caerphilly, CF83 3HU

We may collect your personal information such as name, email address, postal address, telephone number, gender and date of birth. We need the personal information to enter into and perform a contract with you. We retain personal information we collect from you where we have an ongoing legitimate business need to do so (please note that reference to “you” or “your” herein encompasses non-exhaustively “you, your company, **employees** and / or customers”).

We may disclose your personal information to:

- our **group companies**;
- **third party services providers and partners** who provide data processing services to us or who otherwise process personal information for purposes that are described in our Privacy Policy or notified to you when we collect your personal information;
- any **competent law enforcement body, regulatory, government agency, court or other third party** where we believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect your interests or those of any other person;
- a **potential buyer** (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer it must use your personal information only for the purposes disclosed in our Privacy Policy; or
- any **other person with your consent** to the disclosure.

Your personal information may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country. We transfer data within the Toledo Insurance Solutions group of companies by virtue of our Intra Group Data Transfer Agreement, which includes Standard Contractual Clauses.

We use appropriate technical and organisational measures to protect the personal information that we collect and process about you. The measures we use are designed to provide a level of security appropriate to the risk of processing your personal information.

You are entitled to know what data is held on you and to make what is referred to as a **Data Subject Access Request (‘DSAR’)**. You are also entitled to request that your data be **corrected** in order that we hold accurate records. In certain circumstances, you have other data protection rights such as that of **requesting deletion, objecting to processing, restricting processing** and in some cases **requesting portability**. Further information on your rights is included in our Privacy Policy.

You can **opt-out of marketing communications** we send you at any time. You can exercise this right by clicking on the “unsubscribe” or “opt-out” link in the marketing e-mails we send you. Similarly, if we have collected and processed your personal information with your consent, then you can **withdraw your consent** at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent. You have the **right to complain to a data protection authority** about our collection and use of your personal information.