



POLICY DOCUMENT

Combined Liability Insurance for members of the Association of Sound Designers



Arranged by:

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POLICY SCHEDULE

IMPORTANT NOTICE: Please check this Policy very carefully.

This insurance is subject to the information detailed in this document. The Assured should carefully review the contents of the Certificate (including its attached schedule, endorsements and statement of fact). If any of the information set out therein is incorrect, the Assured must notify the Insurer. Failure to do so may invalidate the Insurance provided.

Should at any time prior to the expiry date of this insurance any of the information change, then the Assured has a duty to notify the Insurer of changes as soon as reasonably possible.

Policy number: ENTCL/00616

Client Reference: ASSOC-1

Insured: Eligible Members for the time being of the Association of Sound Designers

Business Description: The Insured's occupation as a sound designer or sound engineer including the design, installation, preparation and operation of sound systems, the recording of sound effects, the teaching or mentoring of these activities and a manager or technician in the theatre, entertainment and conference industries

Period of Insurance: 1st September 2018 to 31st August 2019, both dates inclusive

OPERATIVE SECTIONS OF COVER

Section	Insured / Not Insured	Limit of Indemnity	Excess
1. Employers' Liability	Not Insured		
2. Public Liability	Insured	£10,000,000	Nil
3. Products Liability	Insured	£10,000,000	Nil
4. Professional Indemnity	Insured	£1,000,000	£500

NON-STANDARD POLICY ENDORSEMENTS

Eligible Member

This insurance applies to all ASD members in the following categories

- Professional Member
- Corporate & Non Commercial Organisation Members but only in respect of individual persons whilst working in a self-employed or freelance basis

who are normally resident in the United Kingdom, The Channel Islands or The Isle Of Man, but only when the individual member has registered with the association for the cover.

Provided that the member is normally resident in the United Kingdom, the Channel Islands or the Isle of Man

Retroactive Date

In respect of Section 4 of this policy, the Retroactive Date of the insurance shall be the latter of

- a) the date continuous membership as an Eligible Member of the Association of Sound Designers last commenced; or
- b) 1st September 2013

Property belonging to a Third Party

We will indemnify the Insured member in respect of legal liability for damage to Property, which is held in trust or in the custody or control of the Insured member in connection with the Business.

The maximum We will pay in respect of this clause is:

- i) £25,000 for any one claim.
- ii) £100,000 any one Insured member during the period of insurance.

We will not provide indemnity in respect of:

- a) Damage to Property owned, leased, hired or rented to the Insured member.
- b) Damage to Property which is held in trust or in the custody or control **of any other person.**
- c) the first £500 of each and every loss under this clause.
- d) where indemnity is provided by another insurance policy.
- e) Damage to Property which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.

Exclusions of Limited Companies

We will not provide indemnity in respect of:

- (1) any Limited company as defined under the Companies Act 1985 or any subsequent legislation where such company has more than one director or employee unless that additional employee is a family member and engaged in clerical duties only.
- (2) work performed under a formal partnership arrangement with any party who is not a member of the Association of Sound Designers.

INTRODUCTION

Certification and extent of policy coverage

This is to certify that in accordance with the authorisation granted under Contract Number OIMCC170037 to Hencilla Canworth Limited by the Insurers and in consideration of the premium specified having been paid, Insurers agree to the extent and in the manner detailed, to indemnify the Insured against loss or Damage sustained or legal liability for accidents happening, which occur during the Period of Insurance and arising from the Business, as detailed in the Policy Schedule, after such loss, damage or liability has been proved.

Provided always that:

- 1) Insurers liability shall not exceed the limits of liability expressed in the attaching Schedule or such other limits of liability as may be substituted by endorsement and agreed by or on their behalf;
- 2) this Policy insures only in respect the sections specified in the Policy Schedule.
- 3) this Policy is subject to all the provisions, conditions, warranties and exclusions which are contained within the body of the wording or that may be endorsed or added thereto, all of which are to be considered as incorporated and shall be read together

Duty of Fair Presentation

The Insured is required to make a fair presentation of the risk to Insurers.

If the Insured breaches its duty to provide a fair presentation and any such breach was deliberate or reckless, Insurers may regard the Policy as void and are not required to return any paid Premium to the Insured.

If the breach was not deliberate or reckless, Insurers' remedy shall depend upon what Insurers would have done if the Insured had complied with the duty of fair presentation:

1. Insurers may regard the Policy as void if Insurers would not have entered into the Policy on any terms in the absence of the breach. In this case, the Insurers must return the premium paid.
2. If the Insurers would have entered into the Policy, but on different terms (other than terms relating to premium) the Policy is to be treated as if those different terms applied from the outset, if the Insurer so requires.
3. If the Insurers would have entered into the Policy but would have charged a higher premium the Insurers may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims).

This Policy has been issued and signed on behalf of Insurers by

Hencilla Canworth Limited
Simpson House
6 Cherry Orchard Road
Croydon
Surrey
CR9 6AZ



Authorised signatory

Dated Thursday, 30 August 2018

CUSTOMER INFORMATION

Data Privacy Notice(s)

Hencilla Canworth Limited (Hencilla) and Pen Underwriting Limited (Pen) are each a separate data controller of the personal information you provide or personal information that has been provided by a third party.

Hencilla and Pen collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, insurance intermediaries such as Managing General Agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

Hencilla and Pen may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please refer to the respective Privacy Policies referenced below. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

Privacy Policies:

Hencilla Canworth Limited - https://www.hencilla.co.uk/Documents/HC_Privacy_Notice.pdf
Pen Underwriting Limited - <https://www.penunderwriting.co.uk/Privacy-and-Cookies>

Pen Underwriting Ltd act as underwriting agent for a consortium of Insurers noted under the 'Identity of Insurers' notice.

Identity Of Insurers

Argo Direct Limited on behalf of ArgoGlobal SE.

Argo Direct Limited (No. 4019569) is registered in England and Wales at Exchequer Court, 33 St Mary Axe, London, EC3A 8AA.

Covéa Insurance plc

Covéa Insurance plc, Registered in England and Wales No.613259.
Registered office, Norman Place, Reading, RG1 8DA

Argo Direct Limited is authorised and regulated by the Financial Conduct Authority.

ArgoGlobal SE is authorised by the Malta Financial Services Authority to carry on General Insurance Business under the Insurance Business Act, 1998.

Several Liability

The liability of the Insurers is several and not joint and is limited solely to the extent of their individual proportions as shown in the Endorsement entitled Identity of Insurers. The Insurers are not responsible for the subscriptions of any co-subscribing insurers or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

Financial Services Compensation Scheme (FSCS)

Argo Direct Limited and Covéa Insurance plc are members of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Notifying Claims

If you need to notify Insurers of a claim or of any circumstances or incident which may cause a claim you should contact:

Hencilla Canworth, Simpson House, 6 Cherry Orchard Road, Croydon, Surrey, CR9 6AZ

Telephone Number **020 8686 5050**
Fax Number: **020 8686 5559**
E-Mail: **mail@hencilla.co.uk**

Please refer to the Claims Conditions listed on pages 17 & 18 for further information about actions you should, and should not, take if a claim under the policy may be necessary.

Your Right to Cancel

You have the right to cancel the insurance Policy within 14 days of receiving the Policy documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that You will have received the Policy document upon the day following the date it was posted to the Insured by first class post.

If you do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the Schedule, and no liability whatsoever shall attach to the Insurers in respect of the Policy.

If you do not exercise your right of cancellation within the initial 14 day period, this insurance Policy will automatically come into force from the inception date specified in the Schedule. You will remain liable to pay the full annual premium. Following the expiry of the initial 14 day period, this insurance Policy may be cancelled at any time at Your written request. Insurers reserve the right not to allow a return of premium.

To exercise Your right to cancel, contact the broker who arranged this cover for You.

The Law that Governs this Policy

The parties to this contract are free to choose the law applicable to the contract. Unless specifically agreed to the contrary this insurance Policy shall be subject to English Law.

The Law that Governs the interpretation of this Policy

All disputes concerning the interpretation of this Policy are understood and agreed by both the Insured and the Insurers to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and 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.

This Policy should be read carefully and if it is incorrect return it immediately to your insurance advisor for alteration.

This Policy should be kept in a safe place – you may need to refer to it if you have to make a claim. It is recommended that you to retain details of your Employers Liability policy/certificates for at least 40 years.

Complaints Procedure

It is always the intention to provide a first class standard of service. However it is appreciated that occasionally things go wrong. In some cases the broker who arranged the insurance will be able to resolve any concerns and you should contact them directly.

Alternatively if you need to complain please contact the Pen Underwriting Limited Complaints Officer quoting your policy or claim number.

Pen Underwriting Limited Complaints Officer
3 Atlantic Quay, 20 York Street, Glasgow, G2 8JH
Telephone: 0141 285 3539
Email: pencomplaints@penunderwriting.com

Your complaint will be acknowledged within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt Pen Underwriting will write to You and let You know what further action will be taken. A final response letter will be issued within 8 weeks of receipt. Upon receipt of the letter if You remain dissatisfied You may refer Your complaint to the Financial Ombudsman Service.

The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR
Telephone: 0800 0234567 (for landline users)
Telephone: 0300 1239123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You have six months from the date of the final response from Your Insurer to refer Your complaint(s) to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

GENERAL DEFINITIONS AND INTERPRETATIONS

Any word or phrase specified hereunder to which a meaning is given has the same meaning wherever it appears in this Policy or any Schedule Endorsement or notice attached or issued by the Insurers unless specifically amended in any individual Policy Section or by any documentation issued by the Insurers

Act of Terrorism

means an act, including but not limited to the use of force or violence and/or the threat of 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

Business

means the Primary and Additional Trades described in the Policy Schedule including

- (1) the ownership (including maintenance) of buildings specifically insured by this Policy
- (2) the provision and management of canteen social sports and welfare facilities for your Employees
- (3) first aid fire and ambulance services
- (4) private work carried out with your consent for you or any of your directors partners or other senior officials of your Business by any of your Employees within the Geographical Limits

Costs and Expenses

means

- (1) all costs and expenses recoverable by any claimant from you
- (2) the costs and expenses incurred with the written consent of the Insurers for
 - (a) representation at any Coroner's Inquest or Inquiry in respect of any death
 - (b) the defence of proceedings in any court brought against you in respect of breach or alleged breach of statutory duty resulting in Injury
- (3) all other costs and expenses of litigation incurred with the written consent of the Insurers relating to an occurrence which may give rise to indemnity

Damage

means loss, theft, destruction or damage

Employee

means

- (1) any person under a contract of service or apprenticeship with you
- (2) any person hired or borrowed by you in the course of their contract of service or apprenticeship with another employer
- (3) any person under a government or other authorised work experience or youth training or similar scheme
- (4) any self employed person
- (5) any labour master or labour only sub-contractor or person supplied by any of them
- (6) any voluntary worker

whilst engaged in working for the Insured in connection with the Business

Endorsement

means any additional terms relating to the insurance provided by this Policy which are

- (1) not within the Policy but attached to any Schedule issued by the Insurers or
- (2) within the Policy and stated in the Policy Schedule as applying to this Policy

Excess

means amount shown in the Schedule to any Section of this Policy being the amount of each and every claim which is not covered and for which you are considered to be your own insurer

Geographical Limits

means United Kingdom, the Channel Islands and the Isle of Man

Injury

means any injury including death, illness, disease, sickness, psychological injury, emotional distress or nervous shock

Insured/you/your

means person (s) and/or company(ies) named in the Policy Schedule

Insurers

for all sections other than Professional Indemnity means the insurers whose identity is stated in the Endorsement entitled Identity of Insurers and whose proportionate liability will be detailed on request. The insurer for the Professional Indemnity section is Argo Direct Limited.

Money

means

- (1) current currency
- (2) crossed and uncrossed (where applicable)
 - (a) bankers drafts
 - (b) national giro drafts and payment orders
 - (c) postal and money orders
 - (d) dividend warrants
 - (e) cheques (other than pre-signed blank cheques)
- (3) travellers cheques
- (4) national savings stamps and certificates
- (5) bus and rail travel cards and passes
- (6) telephone cards
- (7) current postage stamps and unused postal franking machine units
- (8) luncheon vouchers
- (9) gift tokens
- (10) trading stamps
- (11) national insurance stamps and stamped or impressed national insurance cards
- (12) holiday with pay stamps
- (13) premium bonds
- (14) VAT purchase invoices
- (15) credit card cheque card and debit card sales vouchers
- (16) savings stamps
- (17) consumer redemption vouchers

Period of Insurance

means period of insurance stated in the Policy Schedule and any subsequent period for which premium payment is made by you and is accepted by the Insurers

Policy

means policy wording together with all Schedules Endorsements and notices attached or issued by the Insurers

Pollution

means

- (1) 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 and
- (2) all loss destruction damage or Injury directly or indirectly caused by such pollution or contamination

Premises

means address of premises stated in the Schedule to each Section insured by this Policy but where no premises are so stated the address of premises shall be as stated in the Policy Schedule

Products

means any commodity or article (including containers labelling instructions or advice provided in connection therewith) manufactured sold supplied repaired serviced tested financed constructed installed or processed by or on behalf of the Insured from or within the Geographical Limits in connection with the Business

Schedule

means most current Schedule issued to you by the Insurers

Valuables

means deeds bonds bills of exchange promissory notes stamp collections jewellery watches furs and fur skins precious stones and articles comprising of them

GENERAL EXCLUSIONS TO THIS POLICY

(1) General

The following Exclusions apply to all Sections of your Policy except Section 4 – Employers' Liability

This Policy does not cover any loss destruction damage consequential loss or liability directly or indirectly caused by or contributed to by or arising from

(a) Radioactive Contamination

- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (iv) the use of any explosive nuclear weapon or device or the emission discharge dispersal or escape of fissile material emitting a level of radioactivity
- (v) the emission discharge dispersal release or escape of any solid liquid or gaseous chemical compound which when suitably distributed is capable of causing incapacitating disablement or death amongst people or animals
- (vi) the emission discharge dispersal release or escape of any pathogenic (disease producing) micro-organism(s) and chemically synthesised toxin(s) (including genetically modified organisms and chemically synthesised toxins).

(b) Pressure Waves

pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

(c) Pollution

as defined in the General Definitions and Interpretations other than Pollution resulting in Damage to property insured by this Policy or interruption of or interference with the Business not otherwise excluded caused by any of the following perils

Fire Explosion Aircraft Earthquake Riot Malicious Damage Storm or Flood Escape of Water Impact Sprinkler Leakage Theft or Subsidence.

(2) War and Act of Terrorism

This Policy does not cover any claim hereunder of whatsoever nature directly or indirectly occasioned by or happening through or in consequence of

- (a) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law 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 Act of Terrorism or any action taken in controlling preventing suppressing or in any way relating to any of the above
- (b) riot civil commotion and (except in respect of Damage by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons in Northern Ireland other than in respect of the insurance provided by Section 1 – Employers Liability Section 2 – Public Liability and Section 3 – Products Liability

This Exclusion shall apply to all Sections of this Policy other than Section 1 – Employers Liability to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees and provided that the maximum Limit of Indemnity for any one claim or series of claims arising from one source or original cause shall not exceed £5,000,000

(3) Date Recognition Failure

This Policy does not cover

- (1) Damage
- (2) interruption of or interference with the Business
- (3) legal liability other than Employers' Liability
- (4) Costs and Expenses other than in connection with Employers' Liability
- (5) Legal Expenses

directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media micro chip integrated circuit or similar device or any computer software whether the property of the Insured or not to

- (a) correctly to recognise any date as its true calendar date
- (b) correctly to capture save retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (c) correctly to capture save retain or process any data as a result of the operation of any command which causes the loss of data or the inability correctly to capture save retain or process such data

Provided that (1) and (2) shall not apply to

- (i) subsequent Damage or
 - (ii) subsequent interruption of or interference with the Business
- not otherwise excluded under Section 1

GENERAL CONDITIONS TO THIS POLICY

The following Conditions apply to all Sections of your Policy and you must comply with them

(1) Compliance With Terms

If the Insured breaches any warranty in this Policy, the Insurer's liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Insurer will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

Where:

- (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and
 - (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time,
- the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if the Insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

(2) Claims Conditions

Sections 1 to 3

If any event happens which may give rise to a claim being made under this Policy you must

- (a) notify the Insurers as soon as possible and give full details of the occurrence
- (b) inform the police immediately of any malicious damage or of the theft or loss of any property or Money
- (c) forward to the Insurers immediately on receipt and without answering it any letter claim writ summons or process
- (d) send to the Insurers at your own expense a written claim together with such detailed particulars and proofs certificates or other documents as may reasonably be required by the Insurers and send also details of any other insurance covering the loss destruction damage Injury or liability for which you are claiming indemnity under this Policy within
 - (i) seven days of Damage caused by riot civil commotion strikes labour disturbances or malicious persons
 - (ii) 30 days of the expiry of the Indemnity Period in the event of a claim under the Business Interruption Section of this Policy
 - (iii) 30 days of Damage by any other cause or Injury insured by this Policy
- (e) take all reasonable steps to diminish or avoid the Damage and to minimise any interruption of or interference with the Business
- (f) not negotiate with nor make any admission of liability nor offer payment or promise to any party without the Insurers' written consent

Section 4

- (1) If during the Period of Insurance, regardless of any Excess, you
 - (a) receive any Claim, you shall give written notice to the Insurers as soon as practicable,
 - (b) become aware of any circumstance that might give rise to a Claim, you shall give written notice to the Insurers of such circumstance as soon as practicable. Any Claim subsequently arising from any circumstance notified to the Insurers shall be deemed to have been made during the Period of Insurance in which the notice of such circumstance was first received by the Insurers,
 - (c) discover a reasonable cause for suspicion of any dishonesty or fraud on the part of any past or present director, partner or Employee of yours, whether giving rise to a Claim or not, you shall give written notice to the Insurers of such discovery as soon as practicable,
 - (d) discover any loss of or damage to Documents, you shall give written notice to the Insurers of such discovery as soon as practicable, provided always that any such written notice under any part of this condition (1) is received by the Insurers during the Period of Insurance.
- (2) In the event of a Claim or loss or the discovery of a circumstance that might give rise to a Claim or loss, you must not admit liability for or settle any Claim or incur any related costs or expenses without the Insurers written consent.
- (3) In the event of a Claim or loss or the discovery of a circumstance that might give rise to Claim or loss, the Insurers will be entitled, at their own expense at any time, to take over and conduct in your name the defence or settlement of any such Claim or loss.

If the Insurers do take over and conduct the defence or settlement of any such Claim, you shall give the Insurers all such information and assistance as they may reasonably require and that is in your power to provide. Without prejudice to the generality of the above, your duty to assist the Insurers includes

- (a) providing all such information, assistance, signed statements or depositions as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued,
- (b) allowing the Insurers to present the best possible defence of a Claim within the time constraints available,
- (c) ensuring ready access to all and any information that the Insurers may require in the defence of a Claim or investigation of a loss,
- (d) ensuring the payment, on demand, of the Excess in conjunction with the terms of any settlement agreed by the Insurers.

(3) Fraud

If the Insured makes a fraudulent claim under this Policy the Insurers shall not be liable to pay the Insured any sums in respect of the fraudulent claim. The Insurers may recover from the Insured any sums that the Insurers have already paid to the Insured in respect of the fraudulent claim. The Insurers may by notice to the Insured treat this Policy as terminated with effect from the date of the Insured's fraudulent act.

(4) Subrogation

In the event of any claim under this Policy you shall at the Insurers' request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in your name before or after any payment is made by the Insurers

(5) The Insurers' Rights

If any event happens which may give rise to a claim under this Policy the Insurers will be entitled to

- (a) enter the building where Damage has occurred and to take and keep possession of damaged property insured herein and to deal with the salvage in a reasonable manner and this Condition shall be proof of your consent for such purpose - no property may be abandoned to the Insurers
- (b) exercise sole conduct and control over the defence or settlement of any claim made upon you or any other person covered by this Policy by any other party
- (c) prosecute in your name or the name of any other person covered by this Policy but for the Insurers' benefit any claim for damages or indemnity

(6) Other Insurance

If at the time of any Injury or Damage there be any other insurance

- (a) covering the whole or part of such Injury or Damage whether effected by the Insured or not then the Insurers shall not be liable to pay or contribute more than their rateable proportion of the total payment made for such Injury or Damage
- (b) on any of the property insured herein either alone or together with any other property which shall be subject to any condition of average or is limited in respect of the value of any article or the total amount is divided in respect of said property then this Policy may at the option of the Insurers be held to contain the same condition of average limit of value and division of amount pro rata
- (c) which more specifically insures property insured herein this Policy will not apply except in respect of any amount over and above that recoverable under such more specific insurance

This Condition does not apply to any personal accident benefit provided under this Policy in respect of death or injury to any insured person

(7) Effect of Claims on Sums Insured

Except where otherwise provided for under any Section of this Policy

- (a) the Sums Insured in this Policy will be reduced until expiry of the Period of Insurance by the amount of any loss destruction damage interruption or interference with your Business
- (b) if any Sum Insured is subject to an Underinsurance Condition and further claims arise before expiry of the Period of Insurance the application of such Underinsurance Condition may have the effect of increasing the proportion of the loss which you will have to bear
- (c) on request and if not otherwise provided for under any Section of this Policy following a claim the Insurers will consider reinstating the original Sums Insured subject to any additional premium revised terms and further precautions that may be necessary

(8) Recovery of Lost or Stolen Property

If any lost or stolen property which is the subject of a claim under this Policy is recovered you must inform the Insurers as soon as reasonably possible by recorded delivery letter.

If the property is recovered before the payment of the claim for loss of that property you must reclaim such property and the Insurers will then indemnify you under the terms of this Policy for any damage sustained to such property.

If the property is recovered after payment of the claim for loss of that property the property will then belong to the Insurers but you will have the option of retaining the property and refunding to the Insurers any claim payment the Insurers have made for the property subject to any appropriate adjustment for damage to the property.

(9) **Arbitration**

If the Insurers accept liability for a claim under this Policy but there is a dispute in respect of the amount to be paid the dispute will be referred to an arbitrator appointed in accordance with the relevant law in force at the time.

In these circumstances the arbitrator's award must be made before there is any right of action against the Insurers

(10) **Precautions**

You must

- (a) take all reasonable precautions to safeguard any property insured by this Policy against Damage and to prevent Injury or loss or destruction of or damage to other property
- (b) exercise reasonable care in the selection and supervision of your Employees
- (c) take all reasonable steps to comply with all statutory and other obligations and regulations imposed by any authority
- (d) maintain the Premises and all other property insured in a sound condition

(11) **Workmen and Alteration to the Premises or Business**

Workmen and tradesmen are allowed in or about the Premises for maintenance purposes and for undertaking minor repairs and alterations without affecting this insurance but the Insurers have insured you on the basis of information supplied and cover under this Policy will cease if

- (a) there are changes to the Premises or the building in which it is located or to your Business which may increase the risk of loss destruction damage liability accident or Injury
- (b) there are changes in the occupancy or use of the Premises
- (c) your interest in the Premises or your Business ceases
- (d) your Business is wound up or carried on by a liquidator or receiver or permanently discontinued

unless you have notified the Insurers within a reasonable time and the Insurers have agreed to such changes in writing

(12) **Premium Adjustment**

If any part of the premium is calculated on estimates you shall keep an accurate record containing all relevant particulars and shall at any time allow the Insurers to inspect such record.

You shall within one month after the expiry of each Period of Insurance supply particulars and information as the Insurers may require and the premium for such period shall be adjusted subject to any minimum premium

(13) **Instalments**

If the premium for this Policy is payable by instalments it is a condition precedent to the Insurers' liability that each instalment shall be paid when due otherwise all benefit under this Policy shall be forfeited from the date when such instalment was due

(14) **Cancellation**

The Insurers may cancel this Policy by sending seven days' notice by recorded delivery letter to you at your last known address and making a proportionate return of premium for any unexpired Period of Insurance for which you have paid

Where a claim has been made during the current Period of Insurance the full annual premium will still be payable despite cancellation of cover and Insurers reserve the right to deduct this from any claim payment

(15) **Tax**

In addition to the premium you will pay to the Insurers any tax due on the premium which the Insurers are required to collect will be incorporated in accordance with current legislation

(16) **Contracts (Right of Third Parties) Act 1999**

A person or company who was not party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this Condition does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

SECTION 1 - EMPLOYERS' LIABILITY

INSURING CLAUSE

In the event of Injury to any Employee caused during the Period of Insurance and arising out of and in the course of their employment by you in connection with your Business within the Geographical Limits the Insurers will indemnify you against all sums that you shall become legally liable to pay as compensation in respect of such Injury together with Costs & Expenses

DEFINITIONS TO THE EMPLOYERS' LIABILITY SECTION

Offshore

means from the time of embarkation by an Employee onto a conveyance at the point of final departure to either an offshore rig or offshore platform until disembarkation by an Employee from a conveyance onto land upon return from either an offshore rig or offshore platform

Europe

means for the purpose of this Section all countries within the continent of Europe other than Albania Bulgaria the Czech and Slovak Republics Hungary Poland Romania Turkey or any countries or territories formerly part of either the USSR or Yugoslavia

BASIS OF PAYMENT

The liability of the Insurers for compensation and Costs and Expenses will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section for any one claim or series of claims arising from one source or original cause

The Insurers may at any time pay to you or anyone else entitled to indemnity under this Section

- (1) the amount stated as the Limit of Indemnity in the Schedule applicable to this Section after deducting any sum or sums already paid as compensation and any Costs and Expenses paid by the Insurers or
 - (2) any lesser amount for which any claim or claims can be settled
- and upon such payment the Insurers will relinquish conduct and control of and be under no further liability in connection with such claim or claims except for Costs and Expense incurred or which can be recovered in respect of action taken before the date of Insurers' payment under this Section
- Any sum paid will be inclusive of all Costs and Expenses incurred and no further sums will be payable by the Insurers

EXCLUSIONS TO THE EMPLOYERS' LIABILITY SECTION

There will be no indemnity under this Section for

Work Offshore

- (1) you or anyone claiming indemnity under this Section in respect of liability arising Offshore

Indemnity for directors partners and Employees

- (2) liability of any of your directors partners or Employees for which you would not have been entitled to indemnity if the claim had been made against you

Fines or Penalties

- (3) the payment of fines or penalties

Mechanically propelled vehicles

- (4) Injury to any Employee whilst
 - (a) carried in or upon
 - (b) entering or getting on to or alighting from

any mechanically propelled vehicle in circumstances where any road traffic legislation requires insurance or security

Asbestos

- (5) Liability arising out of or related to the manufacture mining process distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub- Limit of Indemnity of £5,000,000 shall apply. It is a condition precedent to the liability of the Insurers that the Insured do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.

Hazardous Locations

- (6) any claim arising in connection with any manual work on or in
 - (a) docks harbours or railways
 - (b) watercraft
 - (c) chemical or petro chemical works oil or gas refineries or storage facilities
 - (d) aircraft airports or airfields
 - (e) power stations
 - (f) nuclear power stations
 - (g) any installations where nuclear processing is undertaken
 - (h) towers steeples chimney shafts blast furnaces viaducts bridges tunnels flyovers dams motorways quarries mines or collieries

SPECIAL CONDITION TO THE EMPLOYERS' LIABILITY SECTION

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

IN ADDITION THE INSURERS WILL PROVIDE INDEMNITY UNDER THIS SECTION AS FOLLOWS

Indemnity to Others

- (1) If you so request
 - (a) any of your directors partners or Employees in respect of liability for which you would have been entitled to indemnity under this Section if the claim for which indemnity is being sought had been made against you
 - (b) any officer or member of your social sports and welfare organisations or fire first aid or ambulance services while acting in their respective capacities as such
- (2) The legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person
- (3) Where any contract or agreement entered into by you so requires any principal in like manner to you in respect of the principal's liability arising from the contract or agreement but only so far as concerns liability to an Employee

Provided that they observe the terms of this Policy as far as they can apply

Contractual Liability

Subject to Exclusion (3) of this Section where any contract or agreement entered into by you so requires liability assumed by you by virtue of such contract or agreement but only in so far as concerns liability to an Employee

Cross Liabilities

If the Insured comprises more than one party the Insurers will provide indemnity to each in the same manner and to the same extent as if a separate Policy has been issued to each provided that the total amount payable in respect of any one claim or series of claims arising from some source or original cause shall not exceed the Limit of Liability stated in the Schedule applicable to this Section

Compensation for Court Attendance

In the event of the following persons attending court at the request of the Insurers in connection with a claim under this Section the Insurers will compensate you at the rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- | | | |
|-----|---|--------------|
| (1) | by you or any of your directors or partners | £250 per day |
| (2) | by any of your Employees | £100 per day |

Health and Safety at Work and Corporate Manslaughter Defence Costs

In the event of

- (1) any act omission or incident or alleged act omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or
- (2) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

the Insurers will provide indemnity against Costs and Expenses incurred in representing you in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the Period of Insurance within the United Kingdom and in the course of your Business

Provided that

- (a) the Insurers total liability in respect of Costs and Expenses shall not exceed £1,000,000 in the aggregate during any one Period of Insurance
- (b) the Insurers will only indemnify you where Costs and Expenses arise as a result of any matter which is the subject of indemnity under this Policy
- (c) the Insurers will only be liable for Costs and Expenses incurred in respect of legal representation appointed by them
- (d) if there is any other insurance or indemnity in force covering the same Costs and Expenses the Insurers liability shall be limited to a proportionate amount of the total Costs and Expenses but subject always to the limit of indemnity of £1,000,000
- (e) this indemnity will not apply
 - (i) in respect of fines or penalties of any kind
 - (ii) to proceedings consequent upon any Injury deliberately caused by you
 - (iii) to persons other than you or any of your directors partners proprietors or Employees

Unsatisfied Court Judgements

In the event of a judgement for damages being obtained against someone other than you

- (1) under the jurisdiction of a court in England Scotland Wales Northern Ireland the Channel Islands or the Isle of Man by any Employee or their representative
- (2) in respect of Injury arising out of and in the course of your Employee's employment or engagement by you which remains unsatisfied in whole or in part six months after the date of such judgement the Insurers will at your request pay to your Employee or representative the amount of any damages or awarded costs to the extent that they remain unsatisfied

Provided that

- (a) there is no appeal outstanding
- (b) the judgement relates to Injury which would otherwise be covered under this Section
- (c) any payment made by the Insurers will be only in respect of liability for which you would have been entitled to indemnity under this Section had judgement been made against you
- (d) the Insurers are entitled to take over and prosecute for their own benefit any claim made against any other person and you and your Employee or their representative must provide all information and assistance required by the Insurers

Geographical Limits

The Geographical Limits shall extend to include elsewhere in the world for visits made in connection with the Business by you or any of your directors partners or Employees provided that such persons usually reside within the Geographical Limits

SECTION 2 - PUBLIC LIABILITY

INSURING CLAUSE

In the event of

- (1) accidental Injury to any person
- (2) accidental loss of or accidental damage to material property
- (3) accidental loss of amenities nuisance trespass or interference with any right of way light air or water occurring during the Period of Insurance and arising in connection with
 - (a) your Business
 - (b) the occupation of the Premises within the Geographical Limits the Insurers will indemnify you in respect of your liability at law for compensation together with Costs and Expenses

BASIS OF PAYMENT

The liability of the Insurers will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section for any one claim or series of claims arising from one source or original cause

In addition the Insurers will pay Costs and Expenses

EXCLUSIONS TO THE PUBLIC LIABILITY SECTION

This Section does not cover

Excess

- (1) the amount stated in the Schedule applicable to this Section as the Excess in respect of (2) of the Insuring Clause to this Section only

Fines liquidated damages or penalties

- (2) liability for fines liquidated damages or penalties of any kind or for punitive exemplary restitutionary or multiplied damages

Injury to Employees

- (3) liability to any Employee for Injury arising out of and in the course of their employment by you

Property in your custody or control

- (4) physical loss of or damage to
 - (a) property belonging to you or in your custody or under your control or that of any Employee (other than property belonging to your visitors directors partners or Employees)
 - (b) that part of any property on which you or any of your Employees or agents are or have been working where the physical loss or damage results from such work

Deliberate acts

- (5) liability caused by or arising from any deliberate act or omission by or on behalf of any person claiming indemnity under this Section and which could reasonably have been expected of such person having regard to the nature and circumstances of such act or omission

Contractual liability

- (6) liability which attaches itself solely by virtue of a contract or agreement but any liability which would have attached in the absence of such contract or agreement is covered under this Section

Advice and professional services

- (7) liability caused by or arising from
 - (a) any advice design or specification given by you or on your behalf for a fee
 - (b) professional services rendered by you or on your behalf

North American risks

- (8) liability caused by or arising from any operations domiciled or registered in the United States of America or Canada or any territory within their jurisdiction

North American Claims

- (9) In respect of claims happening in North America or where a claim is brought in North America
- a) there will be no indemnity under this policy for fines or penalties for aggravated exemplary or punitive damages
 - b) there will be no indemnity under this policy in respect of any legal liability of whatsoever nature directly or indirectly caused or contributed to or occurring by the presence of Asbestos, Asbestos Containing Materials or Asbestos Dust or the release of Asbestos Dust or the exposure of persons buildings or property to Asbestos, Asbestos Containing Materials or Asbestos Dust
 - c) all costs and expenses of the claimant and the costs and expenses (incurred by the Insurer or with the Insurer's written consent) of any person entitled to indemnity are included within the Limit of Indemnity stated in the Schedule
 - d) there will be no indemnity under this policy in respect of any legal liability caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere
 - e) the Insurers will not pay the first £2,500 of any claim arising
 - f) North America shall mean the United States of America or Canada or their territories or possessions or Puerto Rico

Aircraft hovercraft and watercraft

- (10) liability caused by or arising from the ownership possession or use by you or on your behalf of any aircraft hovercraft or watercraft (other than watercraft eight metres in length or less)

Mechanically propelled vehicles

- (11) liability caused by or arising from the ownership possession or use by or on behalf of you of any mechanically propelled vehicle (or trailer attached to it) if being used in circumstances for which compulsory insurance or security is required under any legislation governing the use of the vehicle

Products

- (12) liability caused by or arising from or in respect of Products

Cyber Liability

- (13) liability arising directly or indirectly out of
loss of alteration of or damage to
or
(a) reduction in the functionality availability or operation of
any computer system or programme hardware data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment as a result of your E-activities.

For the purpose of this Exclusion E-activities means any use of electronic networks including the internet and private networks intranets extranets electronic mail worldwide web and similar medium carried out by you or by any person persons partnership firm or company acting for you or on your behalf

Asbestos

- (14) liability arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause to loss which may have contributed concurrently or in consequence of a loss.

Mildew Mould Spore(s) or Allergens

- (15) liability directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of fungus of any kind whatsoever, including but not limited to mildew, spore(s), or allergens; or

any obligations or duty to defend any actions directly or indirectly occasioned by, or happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew mould spore(s) or allergens

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

Component Building Material

- (16) liability directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

SPECIAL ENDORSEMENTS TO THE PUBLIC LIABILITY SECTION

The following Special Endorsements apply only if stated in the Policy Schedule.

(1) Heat Conditions

It is a condition precedent to all liability of the Insurers under this Section that in respect of any use away from the Premises of oxy-acetylene welding equipment or other plant the use of which involves the application of heat the following instructions in writing are given to all your supervisory staff with a specific requirement that the stated information be complied with on each occasion

- (a) the area in which work is to be carried out must be adequately cleared of moveable combustible materials to a distance not less than 20 feet from the work
- (b) if work is to be carried out in an area where combustible materials cannot be moved such combustible materials must be covered and protected by over-lapping sheets or screens of non-combustible material
- (c) if work is to be carried out overhead the area beneath must be similarly cleared and combustible materials removed
- (d) suitable two gallon capacity fire extinguisher must be kept available for immediate use
- (e) blow lamps and blow torches must be lit in as short a time as possible before and extinguished immediately after use
- (f) neither lighted blow lamps nor blow torches may be left unattended
- (g) a thorough examination must be made of the area in which work has been undertaken half an hour after each period of work has finished

(2) Special Effects Condition

We will not provide indemnity in respect of any liability arising from any physical special effect or any pyrotechnic special effects at film and television sites or live events unless the Insured has complied with the BECTU Special Effects Code of Practice and are working within their grade as specified by the Joint Industry Grading Scheme (JIGS).

Where the Insured does not hold a grade as specified by JIGS and conduct work at theatrical and live event sites using publicly available stage pyrotechnic devices We will not provide indemnity in respect of any liability unless they have completed a basic BECTU recognised Operational Pyrotechnic Safety Awareness Course.

(3) Hazardous Filming Exclusion

We will not provide indemnity in respect of any liability arising from and in connection with a Hazardous Filming Sequence unless such Hazardous Filming Sequence has been advised to and cover agreed by the Underwriters.

For the purpose of this endorsement, Hazardous Filming Sequence shall mean any aerial or underwater filming, any activity taking place above 3 metres from ground or floor level, stunts, any special effect involving the use of fire or pyrotechnics, use of any action vehicles, marine crafts or aircraft and the use of any animals (other than domestic pets supplied by a reputable animal supplier).

(4) Use of Heat Increased Excess

In respect of any liability arising under Insuring Clause (2) from the use by the Insured of any process involving the application of heat on third party premises the Insurers will not be liable of the first £1,000 of any claim.

(5) Bona Fide Sub-Contractors Clause

It is warranted by the Insured that all sub-contractors that they engage maintain employers' liability and public liability policies that provide:

- i) Employers' Liability coverage with a limit of indemnity of not less than £10,000,000 ant one occurrence
- ii) Public Liability coverage with an indemnity limit of not less than the limits provided by this policy
- iii) An indemnity to the Insured as principal

IN ADDITION THE INSURERS WILL PROVIDE INDEMNITY UNDER THIS SECTION AS FOLLOWS

Property belonging to a Third Party

We will indemnify the Insured in respect of legal liability for Damage to Property, which is held in trust or in the custody or control of the Insured in connection with the Business.

The maximum We will pay in respect of this clause is:

- i) £25,000 for any one claim.
- ii) £100,000 during the period of insurance.

We will not provide indemnity in respect of:

- a) Damage to Property owned, leased, hired or rented to the Insured..
- b) Damage to Property which is held in trust or in the custody or control of any other person.
- c) the first £500 of each and every loss under this clause.
- d) where indemnity is provided by another insurance policy.
- e) Damage to Property which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.

Cross Liabilities

If the Insured comprises more than one party the Insurers will provide indemnity to each in the same manner and to the same extent as if a separate Policy has been issued to each provided that the total amount payable in respect of any one claim or series of claims arising from one source or original cause shall not exceed the Limit of Liability stated in the Schedule applicable to this Section

Indemnity to Others

- (1) If you so request
 - (a) any of your directors partners or Employees in respect of liability for which you would have been entitled to indemnity under this Section had the claim for which indemnity is being sought been made against you
 - (b) any officer or member of your social sports or welfare organisations or fire first aid or ambulance services while acting in their respective capacities as such
- (2) The legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person
- (3) Any principal in like manner to you where any contract or agreement entered into by you for the performance of work so requires in respect of the principal's liability arising from the performance of work by you

Compensation for Court Attendance

In the event of the following persons attending court at the request of the Insurers in connection with a claim under this Section the Insurers will compensate you at a rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- (1) by you or any of your directors or partners £250 per day
- (2) by any of your Employees £100 per day

Food Safety Act Defence Costs

You and also at your request any of your directors partners or Employees for legal costs and expenses incurred

- (1) in defending any prosecution for breach of duty
- (2) with the Insurers' consent in an appeal against a conviction resulting from prosecution under Part II of the Food Safety Act 1990 committed or alleged to have been committed during the Period of Insurance where circumstances may otherwise give rise to a claim under this Section excluding legal costs and expenses in connection with any breach of duty arising from a deliberate or premeditated act event or omission which any person claiming indemnity under this Section knows or should have known would be likely to constitute an offence under the above Act

Defective Premises Act

Liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of the disposal of any premises which were occupied and/or owned by you in connection with your Business

excluding any liability for

- (1) the cost of making good replacement or reinstatement of any defect or workmanship giving rise to such liability
- (2) any physical loss of or damage to such premises

Health and Safety at Work and Corporate Manslaughter Defence Costs

In the event of

- (1) any act omission or incident or alleged act omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or
- (2) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

the Insurers will provide indemnity against Costs and Expenses incurred in representing you in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the Period of Insurance within the United Kingdom and in the course of your Business

Provided that

- (a) the Insurers total liability in respect of Costs and Expenses shall not exceed £1,000,000 in the aggregate during any one Period of Insurance
- (b) the Insurers will only indemnify you where Costs and Expenses arise as a result of any matter which is the subject of indemnity under this Policy
- (c) the Insurers will only be liable for Costs and Expenses incurred in respect of legal representation appointed by them
- (d) if there is any other insurance or indemnity in force covering the same Costs and Expenses the Insurers liability shall be limited to a proportionate amount of the total Costs and Expenses but subject always to the limit of indemnity of £1,000,000
- (e) this indemnity will not apply
 - (i) in respect of fines or penalties of any kind
 - (ii) to proceedings consequent upon any Injury deliberately caused by you
 - (iii) to persons other than you or any of your directors partners proprietors or Employees

Leased and Rented Premises

Exclusion 4(a) of this Section does not apply to physical loss or damage to premises leased or rented to you in connection with your Business

Wrongful Arrest

Legal liability to pay compensation together with Costs and Expenses following any charge of wrongful arrest or malicious prosecution made against you during the Period of Insurance in respect of any allegation of theft or the improper conduct by any person (other than your Employees) at the Premises

Overseas Personal Liability

You and if you so request

- (1) any of your directors partners or Employees
- (2) your spouse or child or any spouse or child of your director partner or Employee accompanying you or accompanying such director partner or Employee

against liability at law for compensation together with Costs and Expenses for liability incurred in a personal capacity while you or any of your partners or Employees are visiting a country anywhere in the world in connection with your Business but excluding any liability

- (a) arising from any contract or agreement unless liability would have existed otherwise
- (b) arising out of the ownership or occupation of land or buildings
- (c) arising from the carrying on of any trade or profession
- (d) where indemnity is provided by any other insurance
- (e) arising from the ownership possession or use of wild animals firearms (other than sporting guns) mechanically-propelled vehicles aircraft or watercraft

Contingent Liability for Employee's Vehicles

Exclusion (10) of this Section excludes mechanically propelled vehicles but the Insurers will indemnify you for liability caused by or in connection with any vehicle owned by an Employee which is being used in the course of your Business but excluding any liability

- (1) arising when such vehicle is being driven
 - (a) by you
 - (b) with your consent by anyone whom you know does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- (2) for physical loss of or damage to any such vehicle
- (3) for any use outside the Geographical Limits

Vehicles used as a Tool of Trade

Exclusion (10) of this Section excludes mechanically propelled vehicles but the Insurers will indemnify you for your liability arising out of

- (1) the use in connection with your Business of any mechanically propelled vehicle (or trailer attached to it) as a tool of trade
- (2) the loading or unloading of or bringing of a load to or taking of a load from any vehicle machine or trailer excluding liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle or for which indemnity is available under any other insurance

Sudden and Unintended Pollution

Pollution is excluded by General Exclusion 1 (c) of this Policy but this Section provides Pollution cover subject to all other provisions of this Policy for liability in respect of Injury or loss of or damage to property caused solely by Pollution

- (1) which results from a sudden identifiable unintended and unexpected incident and
- (2) such incident occurs entirely at a specific and identified time and place while the Policy remains in force

Provided that

- (a) all Pollution which arises out of any one incident will be deemed to have happened at the time such incident takes place
- (b) the Insurers will not indemnify you against liability in respect of Pollution happening anywhere in the United States of America or Canada
- (c) the total liability of the Insurers for compensation will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section for this additional cover and for any claim otherwise payable under this Section arising from the same source or original cause

Data Protection Act

We will within the terms of this Subsection indemnify You against liability for damages in respect of Damage arising out of any claim under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time) not otherwise insured hereunder and first made against You during the Period of Insurance provided that:

- 1) Our liability under this Extension for damages costs and expenses arising out of all claims made during any one Period of Insurance shall not exceed £1,000,000 or the amount stated as the Limit of Indemnity in the Schedule to this Subsection.
- 2) You have registered in accordance with the terms of the said Act or have applied for such registration which has not been refused or withdrawn
- 3) We shall not provide indemnity
 - 3.1) for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000
 - 3.2) against liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - 3.3) for the costs of replacing reinstating rectifying or erasing any personal data
 - 3.4) against liability caused by or arising from any incident or circumstances known to You at inception of this Extension which may give rise to a claim
 - 3.5) against liability caused by or arising from the recording processing or provision of data for reward or the determining of the financial status of a person
 - 3.6) against Contractual Liability

against liability in respect of Bodily Injury to any person or Damage to Property

Geographical Limits

The Geographical Limits shall extend to include elsewhere in the world for visits made in connection with the Business provided that such persons usually reside within the Geographical Limits and that no activities are undertaken during the visit that involve the application of heat.

SECTION 3 - PRODUCTS LIABILITY

This Section applies only if stated as INSURED in the Policy Schedule

INSURING CLAUSE

In the event of

- (1) accidental Injury to any person
- (2) accidental loss of or damage to material property
- (3) accidental loss of amenities nuisance trespass or interference with any right of way light air or water

occurring during the Period of Insurance and caused by Products anywhere in the world except as excluded the Insurers will indemnify you against your liability at law for compensation together with Costs and Expenses

BASIS OF PAYMENT

The liability of the Insurers for compensation will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section for any one claim or series of claims arising from one source or original cause and in total during any one Period of Insurance

In addition the Insurers will pay Costs and Expenses

EXCLUSIONS TO THE PRODUCTS LIABILITY SECTION

This Section does not cover

Excess

- (1) the amount stated in the Schedule applicable to this Section as the Excess in respect of (2) of the Insuring Clause to this Section only

Fines liquidated damages or penalties

- (2) liability for fines liquidated damages or penalties of any kind or for exemplary punitive restitutionary or multiplied damages

Injury to Employees

- (3) liability to any Employee in respect of Injury arising out of and in the course of their employment by you

Damage to property in your custody or control

- (4) physical loss of or damage to
 - (a) any property belonging to you or in your custody or under your control or that of any Employee (other than property belonging to your visitors directors partners or Employees)
 - (b) that part of any property on which you or any of your directors partners Employees or agents are or have been working where the physical loss or damage results from such work

Deliberate acts

- (5) liability caused by or arising from any deliberate act or omission by or on behalf of any person claiming indemnity under this Section and which could reasonably have been expected of such person having regard to the nature and circumstances of such act or omission

Advice and professional services

- (6) liability caused by or arising from
 - (a) any advice design or specification given by you or on your behalf for a fee
 - (b) professional services rendered by you or on your behalf

North American risks

- (7) liability caused by or arising from any Products known by you to be for use or integrated within any other Products for use in or supply to the United States of America or Canada or any territory within their jurisdiction

North American Claims

- (8) In respect of claims happening in North America or where a claim is brought in North America
- a) there will be no indemnity under this policy for fines or penalties for aggravated exemplary or punitive damages
 - b) there will be no indemnity under this policy in respect of any legal liability of whatsoever nature directly or indirectly caused or contributed to or occurring by the presence of Asbestos, Asbestos Containing Materials or Asbestos Dust or the release of Asbestos Dust or the exposure of persons buildings or property to Asbestos, Asbestos Containing Materials or Asbestos Dust
 - c) all costs and expenses of the claimant and the costs and expenses (incurred by the Insurer or with the Insurer's written consent) of any person entitled to indemnity are included within the Limit of Indemnity stated in the Schedule
 - d) there will be no indemnity under this policy in respect of any legal liability caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere
 - e) the Insurers will not pay the first £2,500 of any claim arising
 - f) North America shall mean the United States of America or Canada or their territories or possessions or Puerto Rico

Contractual Liability

- (9) Injury or physical loss of or damage to property caused by or arising from Products where liability attaches solely by reason of any contract or agreement other than liability arising under a condition or warranty of goods implied by law

Replacement or repair of defective Products

- (10) liability for the cost of making good repairing altering removing or replacing any defective or incorrect Products or making any refund

Recall of Products

- (11) liability arising out of the recall of any Product or part thereof

Marine and aviation Products

- (12) liability caused by or arising from any Products known by you to be for use in or on any aircraft aerospace device hovercraft or waterborne craft or for marine or aviation purposes

Property in your possession

- (13) liability caused by or arising from property in your possession or belonging to your directors partners or Employees

Cyber Liability

- (14) liability arising directly or indirectly out of

- (a) loss of alteration of or damage to
or
- (b) reduction in the functionality availability or operation of

any computer system or programme hardware data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment as a result of your E-activities.

For the purpose of this Exclusion E-activities means any use of electronic networks including the internet and private networks intranets extranets electronic mail worldwide web and similar medium carried out by you or by any person persons partnership firm or company acting for you or on your behalf

Asbestos

- (15) liability arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause to loss which may have contributed concurrently or in consequence of a loss.

Mildew Mould Spore(s) or Allergens

- (16) liability directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of fungus of any kind whatsoever, including but not limited to mildew, spore(s), or allergens; or

any obligations or duty to defend any actions directly or indirectly occasioned by, or happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew mould spore(s) or allergens

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

Component Building Material

- (17) liability directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

IN ADDITION THE INSURERS WILL PROVIDE INDEMNITY UNDER THIS SECTION AS FOLLOWS

Indemnity to Others

- (1) If you so request
- (a) any of your directors partners or Employees in respect of liability for which you would have been entitled to indemnity under this Section if the claim for which indemnity is being sought had been made against you
 - (b) any officer or member of your social sports and welfare organisations or fire first aid or ambulance services whilst acting in their respective capacities as such
- (2) The legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person
- (3) Any principal in like manner to you where any contract or agreement entered into by you for the performance of work so requires in respect of the principal's liability arising from the performance of work by you

Cross Liabilities

If the Insured comprises more than one party the Insurers will provide indemnity to each in the same manner and to the same extent as if a separate Policy has been issued to each provided that the total amount payable in respect of any one claim or series of claims arising from one source or original cause shall not exceed the Limit of Liability stated in the Schedule applicable to this Section

Compensation for Court Attendance

In the event of the following persons attending court at the request of the Insurers in connection with a claim under this Section the Insurers will compensate you at the rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- | | | |
|-----|---|--------------|
| (1) | by you or any of your directors or partners | £250 per day |
| (2) | by any of your Employees | £100 per day |

Health and Safety at Work and Corporate Manslaughter Defence Costs

In the event of

- (1) any act omission or incident or alleged act omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or
- (2) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

the Insurers will provide indemnity against Costs and Expenses incurred in representing you in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the Period of Insurance within the United Kingdom and in the course of your Business

Provided that

- (a) the Insurers total liability in respect of Costs and Expenses shall not exceed £1,000,000 in the aggregate during any one Period of Insurance
- (b) the Insurers will only indemnify you where Costs and Expenses arise as a result of any matter which is the subject of indemnity under this Policy
- (c) the Insurers will only be liable for Costs and Expenses incurred in respect of legal representation appointed by them
- (d) if there is any other insurance or indemnity in force covering the same Costs and Expenses the Insurers liability shall be limited to a proportionate amount of the total Costs and Expenses but subject always to the limit of indemnity of £1,000,000
- (e) this indemnity will not apply
 - (i) in respect of fines or penalties of any kind
 - (ii) to proceedings consequent upon any Injury deliberately caused by you
 - (iii) to persons other than you or any of your directors partners proprietors or Employees

Food Safety Act Defence Costs

You and also at your request any of your directors partners or Employees for legal costs and expenses incurred

- (1) in defending any prosecution for breach of duty
- (2) with the Insurers' consent in an appeal against a conviction resulting from prosecution under Part II of the Food Safety Act 1990 committed or alleged to have been committed during the Period of Insurance where the circumstances may otherwise give rise to a claim under this Section excluding legal costs and expenses in connection with any breach of duty arising from a deliberate or premeditated act event or omission which any person claiming indemnity under this Section knows or should have known would be likely to constitute an offence under the above Act

Sudden and Unintended Pollution

Pollution is excluded by General Exclusion (1)(c) of this Policy but this Section provides Pollution cover for liability in respect of Injury or loss of or damage to property caused solely by Pollution

- (1) which results from a sudden identifiable unintended and unexpected incident and
- (2) such incident occurs entirely at a specific and identified time and place while this Policy remains in force

Provided that

- (a) all Pollution which arises out of any one incident will be deemed to have happened at the time such incident takes place
- (b) the Insurers will not indemnify you against liability in respect of Pollution happening anywhere in the United States of America or Canada
- (c) the total liability of the Insurers for compensation will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section for this additional cover and for any claim otherwise payable under this Section arising from the same source or original cause and in total during any one Period of Insurance

SECTION 4 – PROFESSIONAL INDEMNITY

This Section applies only if stated as INSURED in the Policy Schedule

INSURING CLAUSE

- (1) The Insurers will indemnify you in respect of any Claim arising out of the conduct of your Business, first made against you and notified to the Insurers during the Period of Insurance, for any civil liability including claimants costs and expenses arising from
 - (a) any negligent act or negligent omission committed by you,
 - (b) any dishonest or fraudulent act committed by any of your past or present partners, directors or Employees.
- (2) The Insurers will indemnify you for reasonable costs and expenses incurred by you in respect of any reasonable action taken to mitigate a loss or potential loss that would otherwise be the subject of a Claim under this policy provided that
 - (a) the Insurers give prior written consent to you incurring such costs and expenses and
 - (b) you prove to the Insurers satisfaction that the amount of the costs and expenses to be incurred are less than any likely award of damages arising from the same potential Claim.

In respect of any Claim or loss, the Insurers will not provide indemnity to any person committing or conspiring to commit or condoning any dishonest or fraudulent act or omission.

The total liability under this Cover clause shall not exceed the Limit of Indemnity and Other Costs.

If the amount paid to dispose of a Claim or loss exceeds the Limit of Indemnity, the Insurers liability for Other Costs will only be the proportion which the Limit of Indemnity bears to the total amount paid to dispose of such Claim or loss.

The Insurers shall not be liable for the amount of the Excess or any lesser amount for which a Claim or loss may be settled.

DEFINITIONS TO THE PROFESSIONAL INDEMNITY SECTION

Any word or phrase specified hereunder to which a meaning is given has the same meaning wherever it appears in this Section or any Schedule Endorsement or notice attached or issued by the Insurers unless specifically amended by any documentation issued by the Insurers

Claim

means demand made against you consisting of or arising from any

- (1) demand, whether oral or in writing, for damages or compensation,
- (2) notice of intention, whether oral or in writing, to commence legal proceedings,
- (3) communication invoking any pre action protocols,
- (4) notification of arbitration, ombudsman or adjudication proceedings.

Computer System

means any

- (1) computer, data processing equipment, media or part thereof,
- (2) electronic system of data storage and retrieval, or communications system, network, protocol or part thereof,
- (3) electronic storage device, microchip integrated circuit, real time clock system or similar device,
- (4) computer software (including but not restricted to application software, operating systems, runtime environments or compilers), firmware or microcode,
- (5) electronic documents utilised in the ownership, security and management of your electronic communication system, worldwide web site, internet site, intranet site, extranet site, or web address.

Documents

means any

- (1) project models or displays,
- (2) deeds, wills or agreements,
- (3) maps, plans, records, photographs, negatives, calculations, drawings,
- (4) written or printed books, letters, certificates, documents or forms of any nature whatsoever,
- (5) computer software, files, documents and systems records, which are your property or are under your custody or control.

This definition does not include bearer bonds, evidence of share ownership (whether in electronic or other form), coupons, bank or currency notes and other negotiable paper.

Excess

means the first part of each and every payment in relation to a Claim or loss which is payable by you. The amount of the Excess is stated in the Schedule. The Excess does not apply to Other Costs or the cover for Documents, Court Attendance or Representation Costs.

Limit of Indemnity

means the maximum amount stated in the Schedule the Insurers will pay in respect of any one Claim or loss and in total for all Claims or losses first made during any one Period of Insurance. Any dishonesty or fraud committed by a person acting alone or in collusion with others shall be treated as one Claim or loss.

Other Costs

means all costs and expenses incurred in the investigation, defence or settlement of any Claim in so far as those costs and expenses have been incurred with the Insurers written consent.

Proposal

means any signed proposal form, renewal declaration, statement of fact or any additional information supplied to the Insurers by you or on your behalf.

Territorial Limits

means the United Kingdom (including the Channel Islands and the Isle of Man) and any other EU member country.

EXCLUSIONS TO THE PROFESSIONAL INDEMNITY SECTION

No indemnity will be provided in respect of

(1) Employment Disputes

any Claim arising directly or indirectly from or caused by any dispute between you and any present or former Employee or any person who has applied for or been offered employment with you.

(2) Bodily Injury And Damage To Property

any liability whatsoever arising out of

- (a) Bodily Injury to any person
- (b) loss or damage to Property.

Bodily Injury is defined as death, disease, illness or mental injury.

Property is defined as

- (1) the ownership, possession and use, by you or on your behalf, of any buildings, structures, premises or land or
- (2) that part of any building leased, occupied or rented by you or
- (3) any other property (mobile or immobile) belonging to you.

(3) Fines And Penalties

any fines or penalties or any punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of any court or tribunal.

(4) Financial Interest

any Claim brought by any entity

- (a) in which you exercise a controlling interest,
- (b) which exercises a controlling interest over your business by virtue of having a financial or executive interest in you, unless such Claim arises from or is caused by a claim made against such entity by an independent third party.

(5) Directors & Officers Liability

any Claim made against you in your capacity as a director, officer or trustee unless arising from an alleged breach of professional duty in the conduct of your Business.

(6) Employee Benefits

any Claim or loss arising from any plan, program or scheme established or maintained to provide benefits to you or any Employee.

(7) Aviation / Marine / Motor Insurance

any Claim arising directly or indirectly from or caused by the ownership, possession or use, by you or on your behalf, of any aircraft, watercraft, hovercraft, motor vehicle or trailer.

(8) Dishonest And Malicious Acts

any Claim or loss

- (a) arising from any dishonest or fraudulent act or omission committed by any person after the discovery, in relation to that person, of reasonable cause for suspicion of any dishonest or fraudulent act or omission.
- (b) arising from any dishonest or fraudulent act or omission unless your annual accounts are prepared or certified by an independent and properly qualified accountant or auditor.

(9) Defamation

any defamation unless you can show that it was committed by you in good faith.

(10) Contractual Liability

any Claim arising out of liability assumed by you under any contractual agreement

- (a) whereby you assume a standard of care greater than that reasonably expected of your profession,
- (b) by which you warranted or guaranteed a particular outcome,
- (c) by which you agreed to pay a contractual penalty or liquidated damages in the event of breach,
- (d) which provides greater benefit or a longer lasting benefit than that given to the party with whom you originally contracted,

unless such liability would have attached to you in the absence of the features listed above.

(11) Pollution

any Claim or loss arising directly or indirectly from or caused by Pollution.

(12) Asbestos

any Claim or loss arising directly or indirectly from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity, whether alleged or actual.

(13) Financial Results

any Claim or loss arising from any trading losses or trading liabilities incurred by any business managed by or carried on by you.

(14) Products

any liability arising from

- (a) the defective workmanship of any construction, installation, repair, alteration or maintenance work,
- (b) any manufacturing defect of any goods or products supplied by you

(15) Retroactive Date

any Claim arising directly or indirectly from or caused by any work undertaken by you or on your behalf prior to any Retroactive Date stated on the Schedule.

(16) Other Insurance

any Claim or loss where you are entitled to indemnity under any other policy except in respect of any excess beyond the amount which would have been payable under such insurance had this policy not been effected.

(17) Circumstances Known At Inception

any Claim or loss or circumstance that might give rise to a Claim or loss which

- (a) has been notified under any other insurance attaching prior to the inception of this policy,
- (b) you were or should, after reasonable enquiry, have been aware of prior to the inception of this policy.

(18) USA / Canada Exclusion

any Claim

- (a) instituted or pursued in the United States of America, its territories and possessions and/or Canada (including without limitation the enforcement of a judgement or finding of a court or tribunal of another jurisdiction or otherwise),
- (b) in which it is contended that the laws of the United States of America, its territories and/or possessions or Canada should or do apply,
- (c) which involves the enforcement or attempted enforcement of a judgement or finding of a court or tribunal of the United States of America, its territories and/or possessions or Canada.

(19) Computer Viruses

any Claim arising directly or indirectly from or caused by any computer virus or any other computer program or code designed to produce unexpected, unauthorised or undesirable effects or operations.

(20) Dietary or Nutritional Advice

any Claim arising from the provision by you of any dietary or nutritional advice to any person.

SPECIAL CONDITIONS TO THE PROFESSIONAL INDEMNITY SECTION

(1) Payment Of Limit Of Indemnity

In connection with any Claim, the Insurers may at any time pay you the amount of the Limit of Indemnity (after deduction of any sums already paid as damages or claimant's costs and expenses in respect of such Claim) or any lesser amount for which the Insurers believe that such Claim can be settled and thereupon the Insurers shall relinquish the control of such Claim and be under no further liability in connection therewith except for costs and expenses incurred prior to the date of such payment and for which the Insurers may be responsible under this policy.

(2) Single Limit Of Indemnity

The Limit of Indemnity and the Excess apply to all of you jointly. If more than one Insured is named in the Schedule the total amount the Insurers will pay will not exceed the amount the Insurers would be liable to pay to any one of you.

(3) Dishonest or Fraudulent Acts Conditions

Where a Claim or loss involves the dishonest or fraudulent act or omission of any former or present partner, director, member, employee, consultant or sub-contractor,

- (a) you shall at the Insurers request and expense take all reasonable steps to obtain reimbursement from such person,
- (b) any monies which but for the dishonest or fraudulent act or omission would be due to such persons from you or any monies of such persons held by you shall be deducted from any amount payable under this policy,
- (c) no indemnity in respect of such Claim or loss shall be afforded to any person committing or condoning such dishonest or fraudulent act or omission,
- (d) nothing herein shall preclude the Insurers from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission.

(4) Legal Proceedings Condition

you shall not be required to contest any legal proceedings unless a senior barrister (to be mutually agreed upon between you and the Insurers) shall advise that such action has a reasonable prospect of success.

IN ADDITION THE INSURERS WILL PROVIDE COVER UNDER THIS SECTION AS FOLLOWS

Documents

The Insurers will pay all reasonable costs and expenses incurred by you in replacing, restoring or reconstituting Documents, lost or damaged in the conduct of your Business provided the loss or damage is suffered and first discovered by you and notified to Us during the Period of Insurance.

The total liability under this clause shall not exceed GBP 50,000.

The Insurers will not provide indemnity in respect of any loss or damage to Documents which are stored on a Computer System unless such Documents are backed up with the intention that in the event of loss or damage the back up can be used as the basis for restoring the Documents to their original status.

Compensation for Court Attendance

In the event of the following persons attending court at the request of the Insurers in connection with a Claim under this Section the Insurers will compensate you at a rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- | | | |
|-----|---|--------------|
| (1) | by you or any of your directors or partners | £250 per day |
| (2) | by any of your Employees | £100 per day |

Representation Costs

The Insurers will pay on your behalf any reasonable costs and expenses incurred by you for representation at properly constituted hearings, tribunals or proceedings provided that

- (a) such costs and expenses are incurred with the Insurers prior written consent,
- (b) the subject of the hearing, tribunal or proceeding may become a Claim under this policy and in respect of which the Insurers may be obliged to provide an indemnity under the terms of this policy.

The total liability under this clause shall not exceed GBP 50,000.

