

# PROFESSIONAL INSURANCE PORTFOLIO POLICY WORDING

**A seamless integrated insurance solution for professionals.**

**We can provide one or all of the following covers:**

- Professional Indemnity
- Employment Practices Liability
- Directors and Officers Liability
- Internet and Email
- Property and Loss of Income Insurance
- Personal Accident and Illness
- Group Travel
- General Liability, Public and Products Liability
- Employers' Liability

Subject to underwriting criteria.

**PROFESSIONAL INSURANCE PORTFOLIO****OUR PROMISE  
TO YOU**

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

Signed for and on behalf of Hiscox Insurance Company Limited:

A handwritten signature in cursive script that reads "Steve Langan".

Managing Director

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

**COMPLAINTS  
PROCEDURE**

**We** pride ourselves on providing a first class, reliable and efficient service to all of our customers. Complaints are a key to monitoring our service and wherever possible, **we** seek to take action to prevent recurrence of a problem.

**We** define a complaint as any expression of dissatisfaction, whether oral or written, and whether justified or not, about a service or activity provided by the insurance company.

If you have a complaint, please contact your insurance broker in the first instance. If your complaint cannot be resolved satisfactorily by your insurance broker, please contact our customer services team:

Customer Services Manager  
Telephone: 020 7448 6249  
Email: [customerservices@hiscox.com](mailto:customerservices@hiscox.com)

Customer Services Representative  
Telephone: 020 7448 6250  
Email: [customerservices@hiscox.com](mailto:customerservices@hiscox.com)

Hiscox Insurance Company Ltd, 1 Great St Helen's, London EC3A 6HX.

GENERAL  
DEFINITIONS

Words shown in **bold** type have the same meaning wherever they appear in this **policy**.

The words defined below are used throughout this **policy**. Any other definitions are shown in the section to which they apply.

<b>Asbestos risks</b>	<ul style="list-style-type: none"><li>a. the mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or</li><li>b. exposure to asbestos, asbestos fibres or materials containing asbestos; or</li><li>c. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos</li></ul>
<b>Business</b>	<b>Your</b> business or profession as shown in the schedule.
<b>Confiscation</b>	Confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
<b>Date recognition</b>	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
<b>Endorsement</b>	A change to the terms of the <b>policy</b> .
<b>Excess</b>	The amount <b>you</b> must bear as the first part of each agreed claim.
<b>Geographical limits</b>	The geographical area shown in the schedule.
<b>Nuclear risks</b>	<ul style="list-style-type: none"><li>a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li><li>b. any products or services which include, involve or relate in any way to anything in (a) above, or the storage, handling or disposal of anything in (a) above;</li><li>c. all operations carried out on any site or premises on which anything in (a) or (b) above is located.</li></ul>
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in the schedule.
<b>Policy</b>	This insurance document and the schedule, including any <b>endorsements</b> .
<b>Terrorism</b>	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ul style="list-style-type: none"><li>a. Is committed for political, religious, ideological or similar purposes; and</li></ul>

GENERAL TERMS AND CONDITIONS

GENERAL DEFINITIONS

- b. is intended to influence any government or to put the public, or any section of the public, in fear; and
- c.
  - i. involves violence against one or more persons; or
  - ii. involves damage to property; or
  - iii. endangers life other than that of the person committing the action; or
  - vi. creates a risk to health or safety of the public or a section of the public; or
  - v. is designed to interfere with or to disrupt an electronic system.

<b>Virus</b>	A piece of unauthorised executable code which propagates itself through <b>your</b> computer system or network.
<b>War</b>	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
<b>We / us / our</b>	Hiscox Insurance Company Limited.
<b>You / your</b>	The insured named in the schedule

CONDITIONS PRECEDENT

General Conditions 2, 3 and 4 below, General Claims Condition 1 and the conditions shown in each section under the heading **Your Obligations** are all conditions precedent to **our** liability. **We** will not make any payment under this insurance unless **you** comply with all the requirements of those conditions.

GENERAL CONDITIONS

The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply.

1. *Basis of insurance*

Because of its importance, all information which **you** or anyone on **your** behalf provided before **we** agreed to insure **you** is incorporated into and forms the basis of this **policy**.

All facts and matters which might be relevant to **our** consideration of **your** proposal must be disclosed and all material representations made to **us** must be true, otherwise **we** are entitled to treat this insurance as if it had never existed.

2. *Change of circumstances*

**You** must tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy**. (A material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance.) **We** may then change the terms and conditions of this **policy**.

GENERAL  
CONDITIONS

3. *Due diligence*

**You** must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep any property insured under this **policy** in good condition and repair.

4. *Premium payment*

**We** will not make any payment under this **policy** unless **you** have paid the premium.

5. *Cancellation*

**You** or **we** can cancel the **policy** by giving 30 days' written notice. **We** will give **you** a refund of the premium for the remaining period.

If **you** pay the premium by instalments and an instalment remains unpaid after 14 days, **we** may cancel this **policy** from the date the last instalment was due.

6. *Joint insureds*

The most **we** will pay is the relevant amount shown in the schedule.

If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.

7. *Aggregate limit*

Where this **policy** specifies an aggregate limit, this means **our** maximum payment for all relevant claims or losses covered under the **policy** during the **period of insurance**.

If the **period of insurance** is continuous, the aggregate limit will apply to all relevant claims or losses covered under the **policy** during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.

8. *Rights of third parties*

**You** and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

9. *Other insurance*

This **policy** does not cover any loss or claim where **you** would be entitled to be paid under any other insurance if this **policy** did not exist.

10. *Governing law*

This **policy** is governed by the laws of either England or Scotland at **your** choice.

11. *Arbitration*

Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

**GENERAL CLAIMS  
CONDITIONS**

The following claims conditions apply to the whole of this **policy**. Any other claims conditions and procedures are shown in the section to which they apply.

1. *Your obligations*

**We** will not make any payment under this **policy** unless **you**:

- a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section;
- b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**;
- c. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim;
- d. give **us** all assistance which **we** may reasonably require **to** pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.

2. *Fraud*

If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then **we** will treat this **policy** as if it had never existed.



**OFFICE PACKAGE  
PROPERTY DEFINITIONS**

**SPECIAL  
DEFINITIONS FOR  
ALL PROPERTY  
SECTIONS**

<b>Amount insured</b>	The most <b>we</b> will pay as shown in the schedule. Unless <b>we</b> say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after <b>we</b> pay a loss provided <b>you</b> carry out <b>our</b> recommendations to prevent further loss or damage.
<b>Damage</b>	Accidental physical loss or physical damage.
<b>Office</b>	The office space <b>you</b> occupy at the premises shown in the schedule located in a building built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material. The office includes any outbuildings <b>you</b> occupy on the same premises.

**OFFICE PACKAGE  
PROPERTY - CONTENTS**

The General Terms and Conditions, the Property Definitions and the following terms and conditions all apply to this section.

**SPECIAL  
DEFINITIONS FOR  
THIS SECTION**

**Contents**

The contents of **your office** used in connection with the **business** which belong to **you** or for which **you** are legally responsible, including:

- a. computer and ancillary equipment (including VDU's, keyboards, printers and software), television and video equipment, photographic, photocopying, surveying and telecommunications equipment;
- b. documents, briefs, manuscripts, plans, business books, computer systems records and programs;
- c. goods held in trust, stock and samples;
- d. wines, spirits and tobacco kept for entertainment purposes;
- e. works of art or precious metals;
- f. fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings;
- g. heating oil for the **office** contained in fixed tanks in the open at the premises;
- h. tenant's improvements, decorations, fixtures and fittings including, if attached to the building, external signs, aerials and satellite dishes;
- i. pipes, ducting, cables, wires and associated control equipment at the premises and extending to the public mains.

**Money** and personal effects are not included within this definition.

**Money**

Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to **you**.

**WHAT IS COVERED**

<b>Additional cover</b>	<b>We will insure you against damage occurring during the period of insurance to:</b>
<b>Glass breakage</b>	<ol style="list-style-type: none"> <li>a. <b>contents</b> contained in the <b>office</b>;</li> <li>b. <b>contents</b> used and kept at the home of any partner, director or employee of <b>yours</b> for the purposes of the <b>business</b>;</li> <li>c. <b>contents</b> temporarily elsewhere, including while in transit, within the <b>geographical limits</b>.</li> </ol>
<b>Additions to contents</b>	<b>We will also pay for:</b>
<b>Money</b>	<ol style="list-style-type: none"> <li>1. The necessary and reasonable costs <b>you</b> incur following breakage or scratching of glass, which belongs to <b>you</b> or for which <b>you</b> are responsible, for:             <ol style="list-style-type: none"> <li>a. temporary boarding up;</li> <li>b. repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass;</li> <li>c. replacement lettering or other ornamental work and alarm foil on glass.</li> </ol> </li> <li>2. <b>Damage</b> to any additional <b>contents</b>, provided <b>you</b> tell <b>us</b> the additional values as soon as possible and pay the appropriate premium.</li> <li>3. <b>Damage to money</b> held in connection with the <b>business</b>:             <ol style="list-style-type: none"> <li>a. in the <b>office</b> while open for business or in a locked safe;</li> <li>b. in transit within the <b>geographical limits</b> or at the home of any partner, director or employee of <b>yours</b>.</li> </ol> </li> </ol>
<b>Personal effects</b>	4. <b>Damage</b> to the personal belongings of <b>your</b> employees or visitors to the <b>office</b> provided they are not insured elsewhere.
<b>Reconstitution of data</b>	5. The reasonable cost of reconstituting the data <b>you</b> need to continue <b>your business</b> , if <b>your business</b> records and electronic data have been lost or distorted as a direct result of <b>damage</b> covered under this section.
<b>Lock replacement</b>	6. The costs <b>you</b> incur to replace locks and keys necessary to maintain the security of the premises or safes following theft of keys involving force and violence.
<b>Rent</b>	7. The amount of any rent for the <b>office</b> that <b>you</b> must pay for any period during which the <b>office</b> or any part of it is unusable as a result of <b>damage</b> insured by this section.
<b>Building damage by theft</b>	8. The cost of repairing <b>damage</b> to the <b>office</b> buildings caused by theft or attempted theft and for which <b>you</b> are legally liable.
<b>Personal assault</b>	9. Compensation as shown in the schedule if any partner, director or employee of <b>yours</b> is physically injured in the course of <b>your business</b> in a robbery or attempted robbery either at the <b>office</b> or within the <b>geographical limits</b> and dies or is permanently disabled solely and directly as a result of the injury within two years from the date it happened. This cover only applies to people aged between 16 and 70 at the start of the <b>period of insurance</b> .

**WHAT IS NOT  
COVERED**

We will not make any payment for:

1. **damage** caused by:
  - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
  - b. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by storm or fire;
  - c. coastal or river erosion;
  - d. a rise in the water table;
  - e. theft from an unattended vehicle unless the item is out of sight in a locked boot;
  - f. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **office** is occupied and in use;
  - g. **date recognition**.
  - h. any computer **virus**.
2. **damage** to property being cleaned, worked on or maintained.
3. loss or distortion of information resulting from computer error or malfunction.
4. the value to **you** of any lost or distorted information.
5. **damage** to any electrical or mechanical plant or equipment (other than **office** computers and ancillary equipment) directly resulting from its own breakdown, explosion or collapse.
6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
7. unexplained loss or disappearance or inventory shortage.
8. loss due to clerical or accounting errors.
9. loss by fraud or dishonesty of any partner, director or employee of **yours**, unless the loss is notified to **us** within 10 working days of its discovery by **you**.
10. consequential or financial losses of any kind.
11. pollution or contamination except **damage** to insured property which is not otherwise excluded and which is caused by:
  - a. pollution or contamination which itself results from insured **damage** covered under this section, or
  - b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination.
12.
  - a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
  - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.
13. **war, confiscation and nuclear risks**.
14. the amount of the **excess**.

## HOW MUCH WE WILL PAY

### Repair and replacement

**We** will pay up to the **amount insured** shown in the schedule unless limited below.

At our option **we** will repair, replace or pay for any lost or damaged items on the following basis:

1. for **contents**, the cost of repair or replacement as new;
2. for personal effects, the cost of repair or replacement as new, but not more than the amount shown in the schedule for each incident of loss.

### Debris removal

**We** will pay the necessary and reasonable costs and expenses **you** incur to remove debris of **contents** from the premises or the area immediately adjacent, following **damage** insured by this section.

### Under insurance

If, at the time of **damage**, the **amount insured** is less than 85% of the total value of the **contents**, the amount **we** pay will be reduced in the same proportion as the under insurance.

### Fraud and dishonesty

**We** will not pay more than the amount shown in the schedule for all losses discovered during the **period of insurance** arising from the fraud or dishonesty of any partner, director or employee of **yours**.

### Index linking

The **amount insured** for **contents** will be adjusted monthly in line with any increase in nationally published indices. **We** will not reduce the **amount insured** without **your** consent.

### Personal assault

**We** will not pay compensation under more than one heading in the schedule for the same injury.

## YOUR OBLIGATIONS

### If any damage occurs

**We** will not make any payment under this section unless **you** notify **us** promptly of any **damage** which might be covered. If **you** think a crime has been committed, **you** must also report it to the police.

In the case of the loss or theft of any computer and ancillary equipment while it is temporarily removed from the **office**, **we** will not make any payment unless **you** report the loss to the police within 48 hours after **you** become aware of it.

**You** should arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged property. **We** will tell **you** if **we** want to do this.

### Computer breakdown

**We** will not make any payment for breakdown of computers or ancillary equipment unless they are subject to a manufacturer's guarantee or a maintenance contract providing free parts and labour in the event of breakdown.

### Backing up electronic data

**We** will not make any payment for reconstitution of electronic data unless **you** take all reasonable steps to make back-up copies of all such data at least once a week and keep the copies away from the **office**.

**OFFICE PACKAGE  
PROPERTY – LOSS OF INCOME**

The General Terms and Conditions, the Property Definitions and the following terms and conditions all apply to this section.

**SPECIAL  
DEFINITIONS FOR  
THIS SECTION**

<b>Income</b>	The total income of the <b>business</b> carried out from <b>your office</b> .
<b>Indemnity period</b>	The period beginning at the date of the <b>insured damage</b> , or the date the restriction is imposed, and lasting for the period during which <b>your income</b> is affected as a result of such <b>insured damage</b> or restriction, but for no longer than the number of months shown in the schedule.
<b>Insured damage</b>	<b>Damage</b> to property provided that: <ul style="list-style-type: none"><li>a. the <b>damage</b> is not otherwise excluded by the Buildings or Contents section of this <b>policy</b>; and</li><li>b. payment has been made or liability admitted by the insurer under any insurance covering such <b>damage</b>.</li></ul>

**WHAT IS  
COVERED**

**We** will insure **you** for **your** loss of **income** and additional expenses resulting solely and directly from an interruption to **your business** caused by:

- a. **insured damage** to **your contents** or to any other property used by **you** at the **office** premises;
- b. **insured damage** to property in the vicinity of the **office** which prevents or hinders **your** access to the **office**;
- c. **insured damage** at the premises of one of **your** suppliers, other than water, gas, electricity or telecommunications services, within the **geographical limits**;
- d. failure in the supply of water, gas, electricity or telecommunications services to the **office** for more than 24 consecutive hours caused by **insured damage** to any property;
- e. **your** inability to use the **office** due to restrictions imposed by a public authority following:
  - i. a murder or suicide;
  - ii. an occurrence of a notifiable human disease;
  - iii. injury or illness of any person traceable to food or drink consumed on the premises;
  - iv. vermin or pests at the premises.

**WHAT IS NOT  
COVERED**

**We** will not make any payment under this section if **your business** is discontinued permanently or if a liquidator or receiver is appointed.

**HOW MUCH WE  
WILL PAY**

**We** will pay up to the **amount insured** shown in the schedule unless limited below, but **we** will not pay more than the **amount insured** in total for **your** loss of **income**, additional expenses, outstanding debts and accountant's charges combined.

**Loss of Income, Additional Expenses and Outstanding Debts**

The amount **we** pay will be calculated as follows:

**Loss of income**

the difference between **your** actual **income** during the **indemnity period** and the **income** it is estimated **you** would have earned during that period or, if this is **your** first trading year, the difference between **your income** during the **indemnity period** and during the period immediately prior to the loss,

less any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**,

and/or

**Additional expenses**

the necessary and reasonable additional costs and expenses **you** incur in order to continue **your business** during the **indemnity period**,

and/or

**Outstanding debts**

any of **your** outstanding debts which **you** are unable to recover as a direct result of **insured damage** to **your** accounting records.

If **you** are accountable to the tax authorities for Value Added Tax, the amount **we** pay will be exclusive of such tax.

**Accountant's charges**

**We** will pay the reasonable charges **you** pay to **your** professional accountant for producing information **we** require in support of a request for settlement under this section.

**YOUR  
OBLIGATIONS**

**If any damage occurs**

**We** will not make any payment under this section unless **you** notify **us** promptly of any **damage** or event which might prevent or hinder **you** from carrying on **your business**.

**Property insurance**

Where the **damage** involves property **you** own or are legally responsible for, **we** will not make any payment unless **you** have property insurance in force covering the **damage** and payment has been made, or liability admitted, under that insurance for the **damage**.

With regard to breakdown damage to computers and ancillary equipment, this requirement is satisfied if **you** have in force a manufacturer's guarantee or a maintenance contract providing free parts and labour in the event of breakdown.

**Accounts records**

**We** will not make any payment for outstanding debts unless **you** keep a record of all amounts owed to **you** and keep a copy of the record away from the **office**.

## OFFICE PACKAGE EMPLOYERS' LIABILITY

The General Terms and Conditions and the following terms and conditions all apply to this section.

### SPECIAL DEFINITIONS FOR THIS SECTION

<b>Bodily injury</b>	Death or any bodily or mental injury or disease.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Employee</b>	Any person working for <b>you</b> in connection with <b>your</b> business who is: <ul style="list-style-type: none"><li>a. employed by <b>you</b> under a contract of service or apprenticeship;</li><li>b. hired to or borrowed by <b>you</b>;</li><li>c. self-employed and working on a labour only basis under <b>your</b> control or supervision;</li><li>d. engaged by labour only sub contractors;</li><li>e. a labour master or a person supplied by him;</li><li>f. engaged under a work experience or training scheme;</li><li>g. a voluntary helper.</li></ul>
<b>Terrorism</b>	An act, including but not limited to the use of force or violence and/or the threat of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### WHAT IS COVERED

#### Claims against you

If any **employee** brings a claim against **you** for **bodily injury** caused to them during the **period of insurance** arising out of their work for **you** within, or while working temporarily outside, the **geographical limits**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

The amount **we** pay will include **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

#### Criminal proceedings

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you**.

## WHAT IS NOT COVERED

### Deliberate or reckless acts

### Offshore

### Road traffic

### Claims outside the geographical limits

- A. **We** will not make any payment for:
- Any claim or loss directly or indirectly due to:
    - any act, breach or omission **you** deliberately or recklessly commit, condone or ignore.
    - any **bodily injury** caused to any of **your** employees while they are offshore. An **employee** is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform.
    - any **bodily injury** to any **employee** while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where **you** are entitled to indemnity from any other source.
  - Any claim brought against **you** in any court, or legal proceedings in any country, outside the **geographical limits**.  
This also applies to proceedings in any court within the **geographical limits** to enforce, or which are based on, a judgment or award from outside the **geographical limits**.

## HOW MUCH WE WILL PAY

**We** will pay up to the limit of indemnity shown in the schedule, unless limited below, for all claims and their **defence costs** which arise from the same accident or event.

### Special limits

- The most **we** will pay for claims and their defence costs arising from **terrorism** is the amount shown in the schedule. If **we** decide that this limit applies to a claim, it is **your** responsibility to prove that the claim does not arise from **terrorism**.
- We** will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against **you** during the **period of insurance**.

## YOUR OBLIGATIONS

### If a problem arises

**We** will not make any payment under this section:

- unless **you** notify **us** promptly of any claim or threatened claim against **you**.
- unless **you** notify **us** as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.
- if, when dealing with **your** employee or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement.



**CONTROL OF  
DEFENCE**

**We** have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

**COMPULSORY  
INSURANCE  
CLAUSE**

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or the Continental Shelf around these countries. **You** must repay all payments **we** make which **we** would not have been liable to pay in the absence of such law.



Blackfriars Group  
**OFFICE PACKAGE  
GENERAL LIABILITY –  
PUBLIC AND PRODUCTS LIABILITY**

The General Terms and Conditions and the following terms and conditions all apply to this section.

**SPECIAL  
DEFINITIONS FOR  
THIS SECTION**

<b>Bodily injury</b>	Death, or any bodily or mental injury or disease of any person.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<b>Personal injury</b>	False arrest, detention, or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Products</b>	Any goods supplied to others which were sold, manufactured, repaired, installed, erected, altered, cleaned or treated by <b>you</b> .
<b>Property damage</b>	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.
<b>Tool of trade</b>	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
<b>You / your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or senior manager in actual control of <b>your</b> operations.

**WHAT IS  
COVERED**

**Claims against you**

If, as a result of **your business**, any party brings a claim against **you** for:

- a. **bodily injury** or **property damage** occurring during the **period of insurance**;
- b. **personal injury** or **denial of access** committed during the **period of insurance**,

**we** will indemnify **you** against the sums **you** have to pay as compensation.

This includes a claim against any employee or volunteer worker of **yours** when they are acting on **your** behalf in whatever capacity.

**We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

## WHAT IS COVERED

### Claims against others

If, as a result of **your business**, any party brings a claim, which falls within (a) above, against **your** client or customer or a distributor of **your products** and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to the client, customer or distributor that **we** would have made to **you**, provided that the party to be indemnified:

- a. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- b. accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

### Criminal proceedings

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** or any employee of **yours**.

## WHAT IS NOT COVERED

### Property for which you are responsible

- A.** **We** will not make any payment for any claim or loss directly or indirectly due to:
1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
    - a. employees' or visitors' vehicles or effects while on **your** premises;
    - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business**;
    - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.
  2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

- a. any **tool of trade**;
- b. the loading or unloading of any vehicle off the highway.

### Injury to employees

3. **bodily injury** to any person arising out of and in the course of their employment under a contract of service or apprenticeship with **you**.

**WHAT IS NOT COVERED**

- Pollution**
  - 4. a. any **pollution** of buildings or other structures or of water or land or the atmosphere;
  - b. any **bodily injury** or **property damage** directly or indirectly caused by **pollution** unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;
  - c. any **pollution** occurring in the United States of America or Canada.
  
- Computer virus**
  - 5. transmission of a computer **virus**.
  
- Professional advice**
  - 6. designs, plans, specifications, formulae, directions or advice prepared or given by **you** for a fee.
  
- Your products**
  - 7. the costs of repairing, reconditioning or replacing any **product** or any of its parts.
  - 8. a. any of **your products** relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;
  - b. any of **your products** installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or **your products**.
  
- Deliberate or reckless acts**
  - 9. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
  
- Contracts**
  - 10. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.
  
- Date recognition**
  - 11. **date recognition**.
  
- War, terrorism and nuclear**
  - 12. **war, terrorism** or **nuclear risks**.
  
- Asbestos**
  - 13. **asbestos risks**.
  
- B. We will not make any payment for:**
  - 1. that part of any claim where **your** right of recovery is restricted by any contract.
  - 2. fines and contractual penalties, punitive or exemplary damages.
  - 3. any claim, including arbitration, brought outside the countries set out in the schedule under Applicable Courts.  
This applies to proceedings in the Applicable Courts to enforce, or which are based on, a judgment or award from outside the Applicable Courts.

## HOW MUCH WE WILL PAY

**We** will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

### Special limits

- a. For claims arising from **your products**, the most **we** will pay is a single limit of indemnity for the total of all such claims. **We** will also pay for **defence costs** for those claims until the limit of indemnity has been exhausted. **You** must pay the relevant **excess** shown in the schedule.
- b. For claims arising from **pollution**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**, including any claims forming part of a series of other claims regarded as one claim under this section. **You** must pay the relevant **excess** shown in the schedule.
- c. For claims brought in the United States of America or Canada, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**. **You** must pay the relevant **excess** shown in the schedule.
- d. The most **we** will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against **you** during the **period of insurance**.

### Paying out the limit of indemnity

At any stage **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for those claims or their **defence costs**.

## YOUR OBLIGATIONS

### If a problem arises

**We** will not make any payment under this section:

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**.
2. unless **you** notify **us** as soon as practicable of:
  - a. **your** discovery that **products** are defective;
  - b. any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

### Correcting problems

**We** will not make any payment for **products** claims if **you** fail to take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to a client, customer or distributor.



**CONTROL OF  
DEFENCE**

**We** have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.