

# [Professional Indemnity and Liability] *Policy*

Underwritten by

ROYAL &  SUNALLIANCI





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**THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT PLEASE ADVISE YOUR INSURANCE ADVISER IMMEDIATELY.**

**WE WOULD REMIND YOU THAT YOU ARE REQUIRED TO INFORM US IMMEDIATELY OF ANY FACTS OR CHANGES WHICH WE WOULD TAKE INTO ACCOUNT IN OUR ASSESSMENT OR ACCEPTANCE OF THIS INSURANCE. FAILURE TO DO SO MAY INVALIDATE YOUR POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY. IF YOU ARE IN ANY DOUBT AS TO WHETHER A FACT IS MATERIAL OR NOT, PLEASE CONTACT YOUR INSURANCE ADVISER.**

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

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

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

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

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# PART A - PROFESSIONAL INDEMNITY INSURANCE

## TERMS AND CONDITIONS

NOTICE: THIS POLICY COVERS ONLY CLAIMS OR LOSSES MADE AND NOTIFIED TO THE COMPANY DURING THE PERIOD OF INSURANCE

### DEFINITIONS

For the purposes of Professional Indemnity Insurance

- 1 **Asbestos Risks** means
  - A) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
  - B) the release of Asbestos Dust
  - C) the exposure of persons buildings or property to Asbestos Dust or Asbestos Containing Materials
- 2 **Asbestos** means  
crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals
- 3 **Asbestos Dust** means  
fibres or particles of Asbestos
- 4 **Asbestos Containing Materials** means any  
material containing Asbestos or Asbestos Dust
- 5 **Bodily Injury** means  
death disease illness or bodily or mental injury
- 6 **Claim** means
  - A) service of a Claim Form CounterClaim Other Additional Claim Application Notice Notice of Appeal Witness Summons or similar legal document including an application for any related injunction or
  - B) a reference to or notification of intention to commence or the commencement of proceedings of any kind including arbitration proceedings or a complaint to an ombudsman or
  - C) a written communication including electronic communications (whether or not containing a demand for compensation or damages) asserting a legal liability on the part of the Insured or
  - D) any communication in whatsoever form invoking any Pre-Action Protocols as may be issued and approved from time to time
- 7 **Defence Costs** means  
all costs and expenses (other than costs incurred in connection with Claims Condition 8B) which are incurred by the Company or by the Insured with the Company's written consent in connection with the defence investigation or settlement of any Claim made against the Insured and notified under this policy and in connection with any circumstances which might give rise to a Claim
- 8 **Documents** means  
all
  - A) documents (excluding bearer bonds coupons bank or currency notes or other negotiable instruments)
  - B) computer systems records the property of the Insured or for  
which the Insured is responsible

**9 Employee** means

any person including any trainee or consultant under a contract of service with the Insured or the Predecessors in respect of Professional Business at the time of any conduct giving rise to a Claim against the Insured or at the time of any other occurrence which may be the subject of indemnity under this policy

**10 The Insured** means

the Insured as named in the Schedule The following will be indemnified in like manner to the Insured in respect of Claims arising out of the conduct of Professional Business provided that each shall as though the Insured observe and be subject to the terms of this policy so far as they can apply

- A) any partner director or member or former partner director or member of the Insured or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of civil liability incurred by such partner director or member or former partner director or member
- B) at the Insured's request any Employee or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of civil liability incurred by such Employee

**11 Insured's Contribution** means

the amount for which the Insured is responsible under Insurance Clauses 1 and 2 of this policy in respect of any one Claim

The Insured's Contribution shall not apply to Defence Costs

All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim

**12 Microchip** means

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

**13 North America** means

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

**14 North American Claim** means

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

**15 Predecessors** means

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

**16 Professional Business** means

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

**17 System** includes

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

**18 Terrorism** means

an act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any government de jure or de facto

**19 Virus means**

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

**20 War Risks means**

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

## **INTERPRETATION**

In this policy

- 1 the singular includes the plural and vice versa
- 2 the male gender includes the female and neutral genders
- 3 references to any Act or law include any rules or regulations promulgated thereunder and any re-enactment replacement amendment or modification thereof in whole or part and whether before or after the date of this policy
- 4 the use of headings and sub-headings is for ease of reference only and is not intended to be construed as an aid to interpretation

# INSURANCE CLAUSES

## 1 Civil Liability

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

The Company will in addition pay Defence Costs incurred by the Company or by the Insured with the Company's written consent Provided that if the amount payable to dispose of a Claim exceeds the amount available under this policy the liability of the Company for Defence Costs shall be only that proportion which the amount available bears to the amount payable to dispose of such Claim

## 2 Awards by Ombudsmen

The Company will indemnify the Insured in accordance with any final and binding award of any ombudsman under any recognised scheme up to a maximum of £100,000 in the aggregate during the Period of Insurance in respect of

- A) any amount paid or payable pursuant to such final binding award or
- B) any Defence Costs incurred in taking any steps which the Insured is directed to take by the ombudsman in relation to a Claimant

Provided that the Claim giving rise to the award of the ombudsman was first made against the Insured and notified to the Company during the Period of Insurance and arose in connection with the conduct of Professional Business

## 3 Loss of or Damage to Documents

The Company will in the event of loss of or damage to Documents occurring in the conduct of Professional Business and advised to the Company during the Period of Insurance indemnify the Insured in respect of all costs and expenses reasonably incurred by the Insured in replacing or restoring Documents up to a maximum of £50,000 during the Period of Insurance

Provided that

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

## 4 Compensation for Court Attendance

In the event of the legal advisers acting on behalf of the Insured with the consent of the Company requiring any principal partner member director or Employee of the Insured to attend any court tribunal arbitration adjudication or other hearing as a witness in connection with a Claim made against the Insured and notified under this policy the Company will provide compensation to the Insured at the rate of £200 per person for each day on which attendance is required

## LIMITS OF INDEMNITY

- 1 The liability of the Company shall not exceed the Limit of Indemnity specified in the Schedule
- 2 In the event of any reduction in the Limit of Indemnity on account of any Claim the Limit of Indemnity shall be automatically reinstated subject to the Company's liability for any one Claim not exceeding the Limit of Indemnity and the maximum payable under this Insurance during any Period of Insurance being limited to twice the amount of the Limit of Indemnity This reinstatement provision shall not apply to Claims arising out of or relating directly or indirectly to or in consequence of or in any way involving seepage pollution or contamination of any kind as described in proviso 5
- 3 Where the Company is liable to indemnify more than one person firm company or body the total amount of indemnity payable under this policy shall not exceed the Limit of Indemnity
- 4 All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim
- 5 In respect of any Claim or Claims based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving seepage pollution or contamination of any kind the liability of the Company for Defence Costs incurred by the Company or by the Insured with the Company's written consent in respect of all Claims notified during any Period of Insurance shall not exceed the Limit of Indemnity specified in the Schedule or £1,000,000 whichever is the lower amount

# EXCLUSIONS

The Company shall not be liable in respect of

## 1 **Adjudication and Arbitration**

any Claim arising out of or related to any

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

## 2 **Asbestos Risks**

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

## 3 **Bodily Injury to Employees**

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

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

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

## 5 **Contractual Liabilities and Guarantees** any Claim arising

from any contractual agreement in respect of

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

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

## 6 **Controlling Interest** any Claim made

against the Insured by

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

unless such Claim emanates from an independent third party

**7 Design and Construct/Supply** any Claim arising from the provision of advice design or specification

where the Insured contracts to

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

Provided this Exclusion shall not apply to project models or displays

**8 Directors' and Officers' Liability**

any Claim against any Insured or those indemnified by this policy in like manner to the Insured in their capacity as a director officer or trustee in respect of the performance or non-performance of their duties as a director officer or trustee

**9 Dishonesty**

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

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

**10 Employment**

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

**11 Fines Penalties and Punitive Damages etc.**

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

**12 Goods and Services**

- A) any Claim arising out of the supply of any goods by or on behalf of the Insured or products manufactured constructed altered repaired treated sold supplied or distributed by or on behalf of the Insured
- B) any Claim arising from any contract or arrangement for the supply to or use by the Insured of goods or services

**13 Insolvency of the Insured**

any Claim arising out of or relating to the insolvency or bankruptcy of the Insured Provided that this Exclusion shall not apply to any Claim

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

**14 Insured's Contribution**

the Insured's Contribution

**15 North American Jurisdiction and Operations**

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

**16 Nuclear**

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

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

**17 Pension and Benefit Schemes**

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

**18 Previous Claims or Circumstances**

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

**20 Spite or Reckless Behaviour**

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

**21 Trading Losses**

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

**22 Transportation or Property**

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

**23 War and Terrorism**

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

# GENERAL CONDITIONS

## 1 Other Insurance

If at the time any Claim arises under this policy the Insured is or would but for the existence of this policy be entitled to indemnity under any other policy or policies the Company shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this policy not been effected

## 2 Choice of Law

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales

## 3 Data Protection

All personal information supplied by you and will be treated in confidence by the RSA Group of companies and will not be disclosed to any third parties except where your consent has been received or where permitted by law. In order to provide you with products and services this information will be held in data systems of the RSA Group of companies or our agents or subcontractors.

The RSA Group of companies may pass your personal information to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect your personal information, but in all cases the Group will ensure that it is kept securely and only used for the purposes for which you provided it. Details of the companies and countries involved can be provided to you on request.

# CLAIMS CONDITIONS

## 1 Claims Notification

The Insured shall give written notice to the Company (regardless of the Insured's Contribution) as soon as possible after becoming aware of circumstances which might reasonably be expected to produce a Claim against the Insured or loss irrespective of the Insured's views as to the validity of such Claim or on receiving information of such a Claim for which there may be liability under this policy Any such Claim arising from such circumstances shall be deemed to have been made in the Period of Insurance in which such notice has been given

## 2 Notification of Adjudications

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

- A) notify the Company within 2 working days of receipt of any notice of intention to adjudicate notice of adjudication referral notice or any adjudication notice pursuant to contract
- B) not serve any of the notices referred to in Claims Condition 2A) without the prior written consent of the Company unless in the Insured's reasonable opinion service of those notices will not give rise to a Claim against the Insured

## 3 Notification of Reviews by an Ombudsman

The Insured shall as a condition precedent to its right to indemnity under Insurance Clause 2 give immediate notice to the Company in writing as soon as it becomes aware that any ombudsman is reviewing a case directly affecting the Insured

## 4 Supporting Documentation and Admissions

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

## 5 Conduct of Claims

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

## 6 Queen's Counsel Clause

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

## 7 Disposal of Claims

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

## 8 Dishonesty and Fraud

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

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

under this policy

## SPECIAL BENEFITS

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

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

- 3 The Company shall not avoid any Claim on the grounds of the breach of Claims Conditions 1 or 4 of this policy subject to provision C) in Special Benefit 2 but where in the opinion of the Company the Insured has prejudiced the handling or settlement of any Claim the amount payable in respect of such Claim (including Defence Costs) shall be reduced to such sum as in the Company's opinion would have been payable in the absence of such prejudice

## RENEWAL PROCEDURE

Prior to Renewal Date each year the Company may request the Insured to complete a renewal declaration form

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

Renewal will not be invited unless a satisfactory declaration is received by the Company when requested prior to Renewal Date Failure to submit a renewal declaration form prior to renewal when requested or submission of an unsatisfactory declaration will cause this policy to be lapsed from the Renewal Date

# PART B - LIABILITY INSURANCE

## DEFINITIONS

- 1 Person Entitled to Indemnity shall mean
- A) the Insured
  - B) the personal representatives of the Insured in respect of legal liability incurred by the Insured
  - C) at the request of the Insured
    - 1) any principal
    - 2) any director or partner of the Insured
    - 3) any Person Employedagainst legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the Claim had been made against the Insured
    - 4) the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
    - 5) any director or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Insured each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply
- 2 Employee shall mean any individual under a contract of service or apprenticeship with the Insured
- 3 Person Employed shall mean any
- A) Employee
  - B) labour master and individuals supplied by him
  - C) individual employed by labour only sub-contractors
  - D) self employed individual (not being in partnership with the Insured)
  - E) individual hired to or borrowed by the Insured
  - F) individual undertaking study or work experience while under the supervision of the Insured
- } while under the direct control and supervision of the Insured
- 4 Injury shall mean
- Section 1**
- bodily injury death disease or illness
- Sections 2 3 and 4**
- bodily injury death disease illness wrongful arrest or false imprisonment
- 5 Property shall mean material property
- 6 Business shall mean that which is specified in the Schedule and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include
- A) ownership repair and maintenance of the Insured's own property
  - B) provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed
  - C) fire and security services maintained solely for the protection of premises owned or occupied by the Insured
  - D) private work undertaken by any Person Employed for any director or partner of the Insured or Employee with the prior consent of the Insured
- but in respect of Section 1 shall not include any work undertaken Offshore
- 7 Offshore shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform  
Event shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
- 8 Insured's Contribution shall mean the amount or amounts specified in the Schedule which the Insured agrees to pay
- 9 Intellectual Property Rights shall mean any patent trade mark copyright registered design technical or commercial information or other intellectual property

**The Insurance provided by Section 1 is on a costs inclusive basis whereby the costs and expenses of the Claimant and the costs and expenses (incurred by the Company or with the Company's written consent) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule**

## **Section 1 Employers' Liability**

The Company will provide indemnity to any Person Entitled to Indemnity

- 1 against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance
  - A) in Great Britain Northern Ireland the Channel Islands or the Isle of Man
  - or
  - B) while temporarily outside these territoriesarising out of and in the course of employment by the Insured in the Business
- 2 against legal liability for Claimant's costs and expenses in connection with 1 above
- 3 in respect of
  - A) costs of legal representation at
    - 1) any coroner's inquest or inquiry in respect of any death
    - 2) proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be the subject of indemnity under this Section
  - B) all other costs and expenses in relation to any matter which may form the subject of a Claim for indemnity under 1 aboveincurred with the Company's written consent

Provided that in respect of any one Event

- 1 the total amount payable under this Section (including all Extensions and Memoranda) shall not exceed the Limit of Indemnity
- 2 the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the Claims arising out of such Event can be settled The Company will then relinquish control of such Claims and be under no further liability in respect thereof

## **Exclusions to Section 1**

The indemnity will not apply to legal liability

- 1 of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereofwhere such legal liability is
  - 1) that of any principal
  - 2) accepted under agreement and would not have attached in the absence of such agreement
- 2 in respect of Injury for which the Insured is required to arrange motor Insurance or security in accordance with any road traffic legislation within the European Community

**Extensions to Section 1** (each of which is subject otherwise to the terms of this Policy)

## **1 Unsatisfied Court Judgements**

In the event of a judgement for damages being obtained

- A) by any Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business
- B) against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man

in any court situate in the territories specified in B) above and

- C) remaining unsatisfied in whole or in part six months after the date of such judgement

at the request of the Insured the Company will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- A) there is no appeal outstanding
- B) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgement to the Company

## **2 Compensation for Court Attendance**

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

- A) any director or partner of the Insured £500
- B) any Employee £250

## Section 2 Public/Products Liability

The Company will provide indemnity to any Person Entitled to Indemnity

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

happening during any Period of Insurance in connection with the Business

- 2 against legal liability for Claimant's costs and expenses in connection with 1 above

- 3 in respect of

- A) costs of legal representation at

- 1) any coroner's inquest or inquiry in respect of any death
- 2) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in 1 above

which may be the subject of indemnity under this Section

- B) all other costs and expenses in relation to any matter which may form the subject of a Claim for indemnity under 1 above

incurred with the Company's written consent

Provided that in respect of

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

the following shall apply

- 1 the total amount payable by the Company in respect of 1 above and all Extensions and Memoranda shall not exceed the Limit of Indemnity
- 2 the Insured's Contribution in respect of damages and Claimant's costs and expenses will be payable before the Company shall be liable to make any payment
- 3 the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the Claims arising out of such Event can be settled The Company will then relinquish control of such Claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment
- 4 where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity

**Exclusions to Section 2**

The indemnity will not apply to legal liability

- 1 arising from or out of the ownership possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of any
  - A) mechanically propelled vehicle other than legal liability arising out of
    - 1) the use of plant as a tool of trade on site
    - 2) the use of plant at the premises of the Insured
    - 3) the loading or unloading of any vehicleexcept where indemnity is provided by any motor Insurance contract or where Insurance or security is required by law
  - B) aircraft or other aerial device
  - C) aerospace device
  - D) hovercraft
  - E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)
- 2 for bodily injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Insured in the Business
- 3 for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured other than
  - A) Employees' directors' partners' or visitors' personal effects including vehicles and their contents
  - B) premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business
  - C) premises and their fixtures and fittings leased or rented to the Insured unless such legal liability
    - 1) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
    - 2) arises from an agreement to maintain in force Insurance in respect of loss of or damage to such premises and their fixtures and fittings
- 4 caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance  
  
Provided that all pollution or contamination which arises out of one incident shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place
- 5
  - A) in respect of loss of or damage to any
    - 1) product supplied } by the Insured
    - 2) contract work executed } by the Insuredcaused by any defect therein or the unsuitability thereof for its intended purpose
  - B) for the costs of recall removal repair alteration replacement or reinstatement of any } by the Insured
    - 1) product supplied
    - 2) contract work executednecessitated by any defect therein or the unsuitability thereof for its intended purpose
- 6 arising from or in connection with
  - A) advice
  - B) design provided for a fee
  - C) specification }
- 7 arising from or in connection with any
  - 1) product supplied
  - 2) contract work executed } by the Insuredwhere such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement
- 8 for the costs of remedying any defect or alleged defect in premises disposed of by the Insured
- 9 for
  - A) fines or penalties
  - B) compensation ordered or awarded by a Court of Criminal Jurisdiction
  - C) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

- 10 of whatsoever nature directly or indirectly caused by or contributed to by or arising from
- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 11 arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

**Extensions to Section 2** (each of which is subject otherwise to the terms of this Policy)

### **1 Cross Liabilities**

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

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

### **2 Compensation for Court Attendance**

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

- A) any director or partner of the Insured £500
- B) any Employee £250

### **3 Contingent Motor Liability**

Notwithstanding Exclusion 1A) the Company will provide indemnity to the Insured against legal liability arising out of the use in the course of the Business by any Employee of any mechanically propelled vehicle not the property of nor provided by the Insured

The indemnity will not apply to legal liability

- A) in respect of loss of or damage to such vehicle or to property conveyed therein
- B) arising while such vehicle is being driven by the Insured
- C) in respect of which the Insured is entitled to indemnity under any other Insurance
- D) arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

### **4 Overseas Personal Liability**

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

The indemnity will not apply

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

### **5 Data Protection Act 1998**

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

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

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

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

This Extension shall not apply in respect of

- A) the payments of fines or penalties
- B) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- C) liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Insured or any other person having regard to the nature and circumstances of such act or omission
- D) Claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this Extension
- E) legal liability where indemnity is provided by any other Insurance

## Section 3 – Legal Defence Costs

The Company will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured

up to the Limit of Indemnity in respect of

- A) legal costs and other expenses incurred with the Company's written consent
- B) costs awarded against the Insured or any director partner or Person Employed

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

### Part a

In respect of a breach of

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

### Part b

In respect of a breach of

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

Provided that in respect of Part a and b

- 1 the indemnity will not apply
  - A) to fines or penalties of any kind
  - B) to compensation ordered or awarded by a Court of Criminal Jurisdiction
  - C) where Injury of any person or loss of or damage to Property has occurred
  - D) where indemnity is provided by any other Insurance
  - E) to proceedings consequent upon any deliberate act or omission by
    - 1) the Insured
    - 2) any partner or director of the Insured
    - 3) any Employee with any specific responsibility for compliance with the legislation specified in this Section which could reasonably have been expected to constitute a breach of the legislation specified in this Section
- 2 the indemnity will apply only where shown in the Schedule
- 3 the Company may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at the absolute discretion of the Company the Claims arising can be settled but including any amount for which the Company may be responsible prior to the date of such payment  
The Company will then relinquish control of such Claims and be under no further liability in respect thereof
- 4 where the Company is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity

### Special Provision

The Company shall pass notification to the FirstAssist Group Ltd (a wholly owned subsidiary of the Company) which shall thereafter administer Claims settlement on the Company's behalf

## General Conditions/Claims Conditions

1 Observance of the terms of this Policy relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Company except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory Insurance of legal liability to employees

2 The Insured at his own expense shall

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

3 The Insured shall give to the Company immediate written notice with full particulars of any Claim or circumstances which may give rise to a Claim (regardless of the Insured's Contribution)

Every letter Claim writ summons and process in connection with such circumstances shall be forwarded to the Company immediately on receipt

Written notice shall also be given by the Insured to the Company immediately the Insured shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this Policy

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

The Insured shall give all such assistance as the Company may require

4 If any part of the Premium or Renewal Premium is based on estimates provided by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record The Insured shall within one month after the expiry of each Period of Insurance provide such information as the Company may require The Premium or Renewal Premium shall then be adjusted and the difference paid by or allowed to the Insured

5 Other than in respect of Extension 3 to Section 2 if at the time of any Claim there is or but for the existence of this Policy there would be any other Insurance covering the same legal liability the indemnity will not apply except in respect of any amount beyond that which would have been payable under such other Insurance had this Policy not been effected

6 Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the Policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales.

## Complaints Procedure

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

### Our Complaints process

Initially please raise your concerns with your usual business contact. If your complaint is not resolved or you are not happy with our response and the course of actions proposed, you can progress your complaint to our Customer Relations Office. A separate investigation will then be carried out in an attempt to resolve your complaint and final response issued. However if resolutions is not possible they will issue a response within 8 weeks of your original complaint.

### Customer Relations Contact Details

Customer Relations Office  
RSA insurance Group PLC  
Bowling Mill  
Dean Mill  
Dean Clough Industrial Park  
Halifax  
HX3 5WA

Tel: 0800 1076160  
Fax: 01422 325146  
E-mail: [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

### What to do if you still not satisfied

If you are still not satisfied, RSA Insurance PLC is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Services and you may be able to refer your complaint to them.

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

Tel: 0845 0801800  
Web: [complaint-info@financial-ombudsman.org.uk](mailto:complaint-info@financial-ombudsman.org.uk)

### Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedure referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

