

ENDORSEMENT

Policy: HU PI6 1602176 (126)



INSURANCE DETAILS

Period of Insurance: From 09 July 2017 to 08 July 2018 both days inclusive
Underwritten by: Hiscox Underwriting Limited on behalf of the insurers listed for each section of the policy
General terms and conditions wording : 6253 WD-PIP-UK-GTC(6b)
The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below
Payment Method : Payment by Monthly Direct Debit
Endorsement Effective: 23 November 2017

INSURED DETAILS

Insured : GP Asbestos Ltd
Address : Unit 3D Canal Wharf
Station Road, Langley
SLOUGH
SL3 6EG
Additional Insureds : For Additional Insureds refer to the Additional Insureds Section below.
Business : Asbestos Removal, Encapsulation, Soft Strip, Reinstatement, Maintenance & Building Works After Removal Works, Asbestos Surveying & Sampling

PREMIUM DETAILS

Revised Annual Premium : ██████████ Revised Annual Tax : ██████████ Total : ██████████



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2012-2015



BIA Customer Care Award
2012



Outstanding Insurer Claims
Team of the Year 2013

SPECIFIC LIMIT FOR PROFESSIONAL INDEMNITY

Section wording : 5998 WD-PIP-UK-SP(3)
Insurer: Hiscox Insurance Company Limited
Limit of indemnity: £ 1,000,000
Limit applies to : any one claim and in the aggregate including defence costs
Excess: £ 2,500
Excess Applies to : each claim or loss including defence costs
Geographical Limits : European Union
Applicable Courts : European Union

Business Activities

Management Surveys, Refurb and Demolition Surveys, Asbestos Testing

Endorsements

- 316.0** Specified run-off cover
- 401.0** Business performed in the past (specified)
- 401.0** Business performed in the past (specified)
- 600.3** Aggregate limit endorsement

PUBLIC AND PRODUCTS LIABILITY

Section wording : 6940 WD-PIP-UK-AGL(2)
Insurer: Hiscox Insurance Company Limited
Limit of indemnity: £ 10,000,000
Limit applies to : Each claim with defence costs paid in addition other than for pollution and for products to which a single aggregate policy limit including defence costs applies.
Excess: £ 2,500
Excess Applies to : each agreed claim for property damage only
Geographical Limits : European Union
Applicable Courts : European Union

Special limits (included within and not in addition to the overall limit/amount insured above)

Criminal defence costs	£ 100,000 in the aggregate
Pollution defence costs	£ 100,000 in the aggregate
Court attendance compensation - employees (per day)	£ 100

Court attendance compensation - directors (per day) £ 250

Endorsements

- 179.1** Sub contractors public liability endorsement
- 545.0** Use of heat condition
- 823.0** Asbestos financial loss
- 904.0** Pollution clause
- 6238.0** Amended excess for asbestos removal [SNL29,42,76]

EMPLOYERS LIABILITY

Section wording : 6938 WD-PIP-UK-AEL(1)
Insurer: Hiscox Insurance Company Limited
Limit of indemnity: £ 10,000,000
Limit applies to : All claims and their defence costs which arise from the same accident or event
Geographical Limits : Worldwide
Applicable Courts : England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Special limits (included within and not in addition to the overall limit/amount insured above)

Criminal defence costs £ 100,000 in the aggregate
 Court attendance compensation - directors (per day) £ 250
 Court attendance compensation - employees (per day) £ 100
 Terrorism £ 5,000,000

ADDITIONAL INSUREDS

Additional insureds are not applicable to any Management Liability Portfolio Section present on schedule.

For coverage under Management Liability Portfolio please refer to the relevant wording.

GP Asbestos & Maintenance Ltd

Covered on the same basis as the Insured.

CERTIFICATE
Policy: HU PI6 1602176 (126)



Certificate of professional indemnity insurance

Insured name:	GP Asbestos Ltd and all subsidiary companies		
Address:	Unit 3D Canal Wharf Station Road, Langley SLOUGH		
Postcode:	SL3 6EG	Country:	United Kingdom
Policy number:	1602176		
Insurer:	Hiscox Insurance Company Limited		
Period of insurance:	From 23 November 2017 to 08 July 2018 both days inclusive		
Retroactive date:	Not applicable		
Limit of indemnity:	£ 1,000,000		
Additional insureds:	GP Asbestos & Maintenance Ltd		

Signed for and on behalf of Hiscox Insurance Company Limited

Steve Langan
Managing Director, Hiscox UK and Ireland

Note: this certificate is for information purposes only and does not contain the full terms, conditions and exclusions of the insurance cover and does not constitute a contract of insurance.

CERTIFICATE
Policy: HU PI6 1602176 (126)



Certificate of Public and products liability insurance

Insured name:	GP Asbestos Ltd		
Address:	Unit 3D Canal Wharf Station Road, Langley SLOUGH		
Postcode:	SL3 6EG	Country:	United Kingdom
Policy number:	1602176		
Insurer:	Hiscox Insurance Company Limited		
Period of insurance:	From 23 November 2017 to 08 July 2018 both days inclusive		
Limit of indemnity:	£ 10,000,000		
Additional insureds:	GP Asbestos & Maintenance Ltd		

Signed for and on behalf of Hiscox Insurance Company Limited

Steve Langan
Managing Director, Hiscox UK and Ireland

Note: this certificate is for information purposes only and does not contain the full terms, conditions and exclusions of the insurance cover and does not constitute a contract of insurance.

The General Terms of this policy and the terms, conditions and exclusions of the relevant section all apply to this endorsement except as modified below:

Professional indemnity: endorsements

Clause	316.0	Specified run-off cover We will not make any payment for any claim or loss which arises from any business activity performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, after 1st October 2012 in respect of GP Asbestos Services Ltd.
Clause	401.0	Business performed in the past (specified) We will not make any payment for any claim or loss which arises from any business activity performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, before: 1st October 2012 in respect of GP Asbestos Ltd.
Clause	401.0	Business performed in the past (specified) We will not make any payment for any claim or loss which arises from any business activity performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, before: 21st January 2011 in respect of GP Asbestos Services Ltd.
Clause	600.3	Aggregate limit endorsement The following paragraph is deleted from How much we will pay : All claims or losses 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. This includes such claims and losses arising after as well as during, the period of insurance .

Public and products liability: endorsements

Clause	179.1	Sub contractors public liability endorsement We will not make any payment for any claim or loss directly or indirectly due to the work of sub-contractors and service providers unless you ensure they all maintain public liability insurance with a limit of not less than ££1000000 any one occurrence, unlimited in the aggregate.
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Clause 545.0**Use of heat condition**

The following clause applies to the whole of this **policy** and is a condition precedent to **our** liability. **We** will not make any payment under this insurance unless all of the following requirements in respect of the use or application of heat by **you** at the **business premises** are complied with.

1. Before starting work involving the use or application of heat:

a. **you** shall record and follow a written risk management plan, which has been created prior to the work commencing, which makes adequate provisions for the safety of all persons and property.

b. **you** shall appoint a duly qualified or experienced person to be responsible for fire safety and for ensuring all necessary precautions as prescribed in the written risk assessment are complied with.

c. **your** employees on site shall be made fully aware of the written risk assessment and the location of the site's fire alarms, if any, and at least two adequate and appropriate fire extinguishers, in proper working order, must be kept within ten metres of the use of or application of heat.

d. **you** shall examine all property within five metres of the use of or application of heat (including the area on the other side of any wall or partition) and ensure that all combustible materials are removed from this area. Combustible materials which cannot be removed must be covered and fully protected by screens of non-combustible material.

2. During the process of work involving the use or application of heat:

a. **you** shall appoint a person to act as an observer to the operative(s) using the equipment to watch for signs of smoke or smouldering or flames

b. **you** shall ensure that the use of all equipment is carried out strictly in accordance with the manufacturer's instructions including not being lit until immediately before use and extinguished immediately after use. No piece of lighted equipment shall be left unattended.

c. **you** shall ensure that any gas cylinders not required for immediate use are kept outside the building in which the use of application of heat is taking place and at least 15 metres from the point of application of heat.

d. **you** shall ensure that any use of asphalt, bitumen, tar, pitch or lead heaters is carried out in the open in a vessel designed for the purpose and the vessel must be placed on a non-combustible heat insulating base.

3. Upon completion of work involving the use or application of heat **you** shall ensure that a continuous examination of the area within 15 metres of the use of or application of heat (including the area on the other side of any wall or partition) is carried out for at least one hour.

We will not make any payment under this insurance if all of these conditions are not fully complied with.

Clause 823.0**Asbestos financial loss**

We agree to amend the **Public and products liability** policy wording as follows:

1. The following is added to **Special definitions for this section**:

Financial loss

Damages **you** would have to pay as compensation (other than arising under contract) as a result of **your business**.

2. The following is added to **What is covered**:

Financial loss

If, during the **period of insurance** and as a result of **your business**, any party brings a claim against **you** in writing for **financial loss**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

We will not make any payment under this section when **your** liability arises under a contract or agreement.

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

3. The following is added to **What is not covered A**:

14. financial loss:

- a. sustained by any employee arising out of and in the course of employment by **you** in the **business**;
- b. arising as a result of strikes, lockouts or labour disturbances in which **you** and/or **your** employees are involved;
- c. arising from any act of fraud or dishonesty or from any insolvency or financial default;
- d. arising from the passing off or the infringement of patents, copyrights, trade marks or trade names or from deceit or injurious falsehood;
- e. for which an indemnity is provided by any other section of the **policy**;

4. The following is added to **How much we will pay, Special limits:**

Financial loss

f. The most **we** will pay for **financial loss** is £250,000 in total for the **period of insurance**.

5. For the purposes of the coverage provided by this **Financial loss protection endorsement, Your obligations**, If a problem arises, is amended to read:

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** (other than claims for **financial loss**).

2. unless **you** notify **us** promptly of any claim against **you** for **financial loss** within the **period of insurance**, or at the latest within 14 days after it expires for any claim for **financial loss you** first become aware of in the seven days before expiry.

3. 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.

4. 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.

Clause 904.0

Pollution clause

What is not covered A.4, Pollution, is amended to read as follows:

4. a. 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 after 9th July 2009 and which **you** first become aware of and first notify to **us** during the period of insurance.

b. any **pollution** occurring in the United States of America or Canada.

Clause 6238.0

Amended excess for asbestos removal [SNL29,42,76]

The **excess** shown in the schedule is amended to £2,500 for each claim for **property damage** arising directly or indirectly from any asbestos removal work or ancillary activities.

Endorsements which apply to whole policy

Clause 603.1**Commercial assistance and legal advice helpline**

This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business.

This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as:

- Employment
- Prosecutions
- Discrimination in the workplace
- Health & safety
- European law

Helpline number: +44 (0)800 840 2269

Helpline hours: 24 hours a day, 7 days a week

This helpline is provided by DAS Legal Expenses Insurance Company Ltd. as a service for eligible Hiscox policyholders.

Clause**Data Protection Act**

By accepting **your Policy**, you consent to **us** using the information **we** may hold about **you** for the purposes of providing insurance and handling claims, if any, and to process sensitive personal data about **you** where this is necessary (for example health information or criminal convictions). This may mean **we** have to give some details to third parties involved in providing insurance cover. These may include insurance carriers, third-party claims adjusters, fraud detection and prevention services, reinsurance companies and insurance regulatory authorities. Where such sensitive personal information relates to anyone other than **you**, **you** must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to us and its use by **us** as set out above. The information provided will be treated in confidence and in compliance with the Data Protection Act 1998. **You** have the right to apply for a copy of your information (for which **we** may charge a small fee) and to have any inaccuracies corrected.

For training and quality control purposes, telephone calls may be monitored or recorded



Policy: HU PI6 1602176 (126)

INFORMATION ABOUT US

This policy is underwritten by Hiscox Underwriting Limited on behalf of the insurers listed below.

Name	Hiscox Underwriting Limited
Registered address	1 Great St. Helens London EC3A 6HX United Kingdom
Company registration	Registered in England number 02372789
Status	Authorised and regulated by the Financial Conduct Authority

Insurers

These insurers provide cover as specified in each section of the schedule.

Name	Hiscox Insurance Company Limited
Registered address	1 Great St. Helens London EC3A 6HX United Kingdom
Company registration	Registered in England number 00070234
Status	Authorised and regulated by the Prudential Regulation Authority and the Financial Conduct Authority



Professional insurance portfolio

Policy wording

A seamless integrated insurance solution for professionals.

Please read this insurance document, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please return it immediately.

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 Underwriting Limited:



Steve Langan
Managing Director, Hiscox UK

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 **us**.

If **you** have a complaint, please contact **your** insurance adviser in the first instance if **you** have one.

If **your** complaint cannot be resolved satisfactorily by **your** insurance adviser, please contact **our** Customer Relations Manager:

Customer Relations Manager
Hiscox
Hiscox House
Sheepen Place
Colchester
CO3 3XL

Telephone: 0845 213 8777
Email: customer.relations@hiscox.com

You may also, in accordance with the Rules of the Financial Services Authority, be able to refer **your** complaint to the Financial Ombudsman Service without affecting **your** legal rights. The address is:

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

Telephone: 0845 080 1800

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.
Asbestos risks	<ol style="list-style-type: none">The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; orexposure to asbestos, asbestos fibres or materials containing asbestos; orthe 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.
Business	Your business or profession as shown in the schedule.
Confiscation	Confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
Date recognition	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.
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim.
Geographical limits	The geographical area shown in the schedule.
Nuclear risks	<ol style="list-style-type: none">Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;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;all operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements .
Terrorism	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: <ol style="list-style-type: none">is committed for political, religious, ideological or similar purposes; andis intended to influence any government or to put the public, or any section of the public, in fear; and<ol style="list-style-type: none">involves violence against one or more persons; orinvolves damage to property; orendangers life other than that of the person committing the action; orcreates a risk to health or safety of the public or a section of the public; oris designed to interfere with or to disrupt an electronic system.
Virus	A piece of unauthorised executable code which propagates itself through your computer system or network.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We / us / our	The insurers named in the schedule.
You / your	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.

- | | |
|-------------------------|---|
| Basis of insurance | <p>1. 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.</p> <p>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.</p> |
| Change of circumstances | <p>2. 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.</p> |
| Due diligence | <p>3. 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.</p> |
| Premium payment | <p>4. We will not make any payment under this policy unless you have paid the premium.</p> |
| Cancellation | <p>5. 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.</p> <p>If we have agreed that you can pay us the premium by instalments and we have not received an instalment 14 days after the due date, we may cancel the policy. In this event, the period of insurance will equate to the period for which premium instalments have been paid to us. We will confirm the cancellation and amended period of insurance to you in writing.</p> |
| Multiple insureds | <p>6. The most we will pay is the relevant amount shown in the schedule.</p> <p>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.</p> <p>You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the policy.</p> |
| Aggregate limit | <p>7. 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.</p> <p>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.</p> |
| Rights of third parties | <p>8. 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.</p> |
| Other insurance | <p>9. 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.</p> |
| Governing law | <p>10. Unless some other law is agreed in writing, this policy will be governed by the laws of England.</p> |
| Arbitration | <p>11. 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.</p> |

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.

Your obligations

1. **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.

Fraud

2. 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.

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

Special definitions for this section

Business activity	The activities shown in the schedule, which you perform in the course of your business .
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
You / your	Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.

What is covered

Claims against you	<p>If during the period of insurance, and as a result of your business activity within the geographical limits for clients, any party brings a claim against you for:</p> <ol style="list-style-type: none">negligence or breach of a duty of care,negligent misstatement or negligent misrepresentation,infringement of intellectual property rights including copyright, patent, trademark or moral rights or any act of passing-off,breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use,defamation,dishonesty of your individual partners, directors, employees or self-employed freelancers directly contracted to you and under your supervision,any other civil liability unless excluded under What is not covered below, <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Avoiding a potential claim against you	<p>If your client has reasonable grounds for being dissatisfied with the work you have done, refuses to pay for any or all of it, including amounts you legally owe to subcontractors at the date of the refusal, and threatens to bring a claim against you for more than the amount owed, it may be possible to settle the dispute with the client by your agreeing not to press for the disputed amount. If so, we will pay you the amount owed to you at that time if we believe that this will avoid a legitimate claim for a greater amount and we have given our prior written approval to settling in this way and for this amount.</p> <p>Alternatively, if it is not possible to reach agreement with the client on this basis but we still believe that by not pressing for the disputed amount you will avoid a legitimate claim or counterclaim for a greater amount, we will pay the amount owed to you at that time. If a claim is still brought, we will deal with it but our total payment, including what we have already paid you or on your behalf, will not exceed the applicable limit of indemnity shown in the schedule. You must return the amount we have paid if you eventually recover the debt less your reasonable expenses.</p> <p>Once we agree to make this payment you will assign to us such rights as you have in relation to the amounts owed to you.</p> <p>We will not make any payment for any part of a claim not covered by this section.</p>
Your own losses	
Losses from dishonesty	<p>If during the period of insurance, and in the performance of your business activity within the geographical limits, you suffer a loss from the dishonesty of your employees or self-employed freelancers directly contracted to you and under your supervision, where there was a clear intention to cause you loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission, we will indemnify you against your direct financial loss.</p>

Loss of documents

If during the **period of insurance** any document, information or data of **yours** which is necessary for the performance of **your business activity** is lost, damaged or destroyed while in **your** possession, **we** will cover **you** against the cost of restoring or replacing it.

What is not covered

Matters specific to your business

- A. We** will not make any payment for any claim or loss directly or indirectly due to:
1. any investment of, or direct advice on the investment of, client funds.
 2. any survey or valuation of physical property or any construction or erection work, other than heating, lighting, electrical, venting and other work normally undertaken by a building services engineer.
 3. **your** operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or **your** breach of any legislation or regulation related to these activities.
 4. **your** liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
 5. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
 6. the work of any personnel supplied by **you** to a client, unless **you** have breached a duty of care in supplying them.
 7. transmission of a computer **virus**.
 8. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.

Matters insurable elsewhere

9. the death or any bodily or mental injury or disease suffered by anyone, unless arising directly from **your** breach of a duty of care in the performance of a **business activity**.
10. anyone's employment with or work for **you**, or any breach of an obligation owed by **you** as an employer or any kind of discrimination, harassment or unfair treatment.
11. the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.
12. the loss, damage or destruction of any tangible property:
 - a. other than documents in **your** care, custody or control in connection with a **business activity** for a client; or
 - b. unless arising directly from **your** breach of a duty of care in the performance of a **business activity**.

This clause does not apply to **your** own loss under the Loss of documents cover in **What is covered**.

13. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
14. the loss or distortion of any data held electronically.
15. any personal liability incurred by a director or officer of **yours** when acting in that capacity or managing **your** business, or **your** breach of any fiduciary duty, other than when performing a **business activity** for a client, or any statement, representation or information concerning **you** or **your** business contained in **your** accounts, reports or financial statements.
16. **your** supply, manufacture, sale, installation or maintenance of any product.

Deliberate, reckless or dishonest acts

17. any statement **you** knew, or ought reasonably to have known, was defamatory at the time of publication.
18. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim or **your** own loss under the dishonesty cover in **What is covered**, but **we** will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.

Professional indemnity

Policy wording

Pre-existing problems	19. any shortcoming in your work or your own loss which you knew about, or ought reasonably to have known about, before we agreed to insure you .
Date recognition	20. date recognition .
War, terrorism and nuclear	21. war, terrorism or nuclear risks .
Asbestos	22. asbestos risks .
	B. We will not make any payment for:
Claims brought by a related party	1. any claim brought by an insured within the definition of you or any party with a financial, executive or managerial interest in you , including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third party directly arising out of the performance of your business activity .
Restricted recovery rights	2. that part of any claim where your right of recovery is restricted by any contract.
Consequential loss	3. your lost profit, mark-up or liability for VAT or its equivalent.
Trading losses	4. any trading loss or trading liability including those arising from the loss of any client, account or business.
Non-compensatory payments	5. fines and contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages, and also additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.
Claims outside the applicable courts	6. 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 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 relevant **excess** shown in the schedule.

When **we** settle **your** own losses from dishonesty, **we** will deduct any sums **you** owe or the value of any property **you** hold belonging to the perpetrator.

For lost, damaged or destroyed documents, information or data, **we** will pay the reasonable expenses **you** incur with **our** prior written consent in restoring or replacing them.

All claims and losses 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. This includes such claims and losses arising after, as well as during, the **period of insurance**.

Special limits

For claims and **your** own losses arising from dishonesty and from the physical loss or destruction of or damage to tangible property and from the death, disease or bodily or mental injury of anyone, the most **we** will pay is a single limit of indemnity for the total of all such claims, their **defence costs** and **your** own losses. **You** must pay the relevant **excess** shown in the schedule.

Paying out the limit of indemnity

At any stage of a claim **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 that claim or its **defence costs**.

Your obligations

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
 - a. **Your** first awareness of a shortcoming in **your** work for a client which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.

If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance.
 - b. Any claim or threatened claim against **you**.
 - c. **Your** discovery, or the existence of reasonable grounds for **your** suspicion, that any partner, director, employee or self-employed freelancer has acted dishonestly.
2. 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.

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.

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

Special definitions for this section

Bodily injury	Death, or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Personal injury	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.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods supplied to others which were sold, manufactured, repaired, installed, erected, altered, cleaned or treated by you .
Property damage	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
Clean-up costs	Costs or expenses of remedying the effects of pollution imposed by any government or statutory authority responsible for implementing or enforcing environmental protection legislation or regulations.
You / your	Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.

What is covered

Claims against you	<p>If, as a result of your business, any party brings a claim against you for:</p> <ol style="list-style-type: none"> bodily injury or property damage occurring during the period of insurance; personal injury or denial of access committed during the period of insurance, <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee of yours when they are acting on your behalf in whatever capacity.</p>
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, claims against you, against your principal and you are liable for that claim, we will treat such claim as if made against you and make the same payment to the principal that we would have made to you, provided that the party to be indemnified:</p> <ol style="list-style-type: none"> has not, in our reasonable opinion, caused or contributed to the claim against them; accepts that we can control the claim's defence and settlement in accordance with the terms of this section; has not admitted liability or prejudiced the defence of the claim before we are notified of it; gives us the information and co-operation we reasonably require for dealing with the claim.
Criminal proceedings including corporate manslaughter	<p>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</p>

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Policy wording

Defective work	<p>consent to defend such an action against you or any employee of yours.</p> <p>If, as a result of your business, any party brings a claim against you for bodily injury or property damage occurring during the period of insurance and caused by defective work, we will indemnify you against the sums you have to pay as compensation, even if the defect occurred prior to the inception date of the policy.</p> <p>We will also pay for defence costs.</p> <p>We will not make any payment under this clause:</p> <ul style="list-style-type: none"> i. when your liability arises solely from any express warranty or guarantee; or ii. for rectification work of which notice to you was first given or which you were first asked or required to carry out prior to the completion of the contract under which work was originally done or during the period of any maintenance obligations attaching to you by reason of that contract or any subsequent contract or agreement.
Motor contingent liability	<p>If, any party brings a claim against you for bodily injury and or property damage occurring during the period of insurance and arising from any mechanically propelled vehicle or any trailer attached to it being used in connection with your business within the geographical limits, we will indemnify you against the sums you have to pay as compensation.</p> <p>We will not make any payment under this clause for any claim:</p> <ul style="list-style-type: none"> a. arising from any mechanically propelled vehicle or any trailer attached to it which is: <ul style="list-style-type: none"> i. owned by you, or ii. loaned, leased, hired or rented to you, or iii. provided by you; iv. being driven by you; b. for property damage to the vehicle or the trailer itself or to any goods carried in or on the vehicle or trailer; c. arising from the vehicle being driven by you or any person who to your knowledge or that of your representatives does not hold a licence to drive the vehicle; d. more specifically insured under another insurance policy. e. for which insurance is necessary to comply with the Road Traffic Acts.
Defamation	<p>If, during the period of insurance and as a result of your business, any party brings a claim against you for defamation, we will indemnify you against the sums you have to pay as compensation.</p> <p>We will not make any payment under this clause:</p> <ul style="list-style-type: none"> a. for any claim which arises out of circumstances notified to your previous insurers or which are known to you at inception; b. for any claim which arises out of any statement which you knew, or ought reasonably to have known, was defamatory at the time of publication; c. for any claim brought outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands. <p>The most we will pay under this clause is £500,000 in total for the period of insurance.</p>
Pollution clean-up	<p>We will pay clean-up costs that you become legally liable to pay following pollution 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 as a result of your business.</p> <p>The most we will pay for clean-up costs is £100,000. This applies to all clean-up costs you become liable to pay during the period of insurance.</p>

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;

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	<ul style="list-style-type: none"> 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; d. customers' property at your premises or in transit and in your care, custody or control.
	<p>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.</p> <p>This does not apply to:</p> <ul style="list-style-type: none"> a. any tool of trade; b. the loading or unloading of any vehicle off the highway; c. any claim covered under What is covered, Motor contingent liability.
Injury to employees	<p>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.</p>
Pollution	<p>4. a. any pollution of buildings or other structures or of water or land or the atmosphere or</p> <p>b. any bodily injury or property damage directly or indirectly caused by pollution</p> <p style="padding-left: 40px;">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;</p> <p>c. any pollution occurring in the United States of America or Canada.</p>
Computer virus	<p>5. transmission of a computer virus.</p>
Professional advice	<p>6. designs, plans, specifications, formulae, directions or advice prepared or given by you for a fee.</p>
Your products	<p>7. the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts.</p> <p>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;</p> <p>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;</p> <p>c. any error in connection with advice or instructions for the use or storage of your products or any omission from or in connection with such advice or instructions.</p>
Deliberate or reckless acts	<p>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.</p>
Criminal acts	<p>10. your liability in respect of any act of arson, theft, malicious damage, fraud, dishonesty or embezzlement, but we will insure against any claim or loss due to such an act being carried out by an employee of yours if it is notified to us within 3 months of its occurrence.</p>
Date recognition	<p>11. date recognition.</p>
War, terrorism and nuclear	<p>12. war, terrorism or nuclear risks.</p>
Asbestos	<p>13. asbestos risks unless arising from your performance of your business activity</p>
Defective work	<p>14. the cost of rectifying defective work other than as set out under What is covered, Defective work.</p>

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Policy wording

Restricted recovery rights	<p>We will not make any payment for:</p> <p>a. that part of any claim where your right of recovery is restricted by any contract</p>
Non-compensatory payments	<p>b. fines and contractual penalties, punitive or exemplary damages.</p> <p>c. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>
Claims outside the geographical limits	<p>d. any claim brought against you resulting from work you undertake in any country outside the geographical limits.</p>

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** but **we** will not pay costs for any part of a claim not covered by this section. 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	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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Criminal acts	For claims arising from criminal acts, the most we will pay is:
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- | | |
|----|---|
| a. | in respect of any act involving the use of telephones, £5000, and |
| b. | in respect of all other acts, £25,000, |

In respect of the acts of any one employee or from the same original cause, **We** will not pay for more than one claim in respect of any one employee.

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 .
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Your obligations

We will not make any payment under this section:

If a problem arises	<ol style="list-style-type: none"> 1. unless you notify us promptly of any claim or threatened claim against you. 2. unless you notify us as soon as practicable of: <ol style="list-style-type: none"> 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
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Public and products liability

Policy wording

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.

Fire precautions

We will not make any payment under this section unless **you** take all reasonable care that the following precautions are complied with whenever any blow lamp, blow torch, electric oxy-acetylene or other welding or cutting equipment is used:

1. A fire extinguisher must be kept available for immediate use.
2. All combustible materials are to be removed from the immediate vicinity of the work. Where these materials cannot be removed they should be covered with a proprietary solder mat or non-combustible blanket or screen.
3. All equipment must be lighted for as short a time as possible before use and extinguished immediately after use.
4. Lighted equipment must not be left unattended.
5. A thorough examination must be made in the vicinity of the work after the termination of each day's operations. Should **you** or **your** employees be unable to complete this examination arrangements should be made with the occupier to carry out the examination.

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.

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

Special definitions for this section

Bodily injury	Death or any bodily or mental injury or disease.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Employee	Any person working for you in connection with your business who is: <ul style="list-style-type: none">a. employed by you under a contract of service or apprenticeship;b. hired to or borrowed by you;c. self-employed and working on a labour only basis under your control or supervision;d. engaged by labour only sub contractors;e. a labour master or a person supplied by him;f. engaged under a work experience or training scheme;g. a voluntary helper.
Terrorism	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	<p>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.</p> <p>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.</p>
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 .
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against your principal and you are liable for that claim, we will treat such claim as if made against you and make the same payment to the principal that we would have made to you, provided that the party to be indemnified:</p> <ul style="list-style-type: none">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.
Court attendance compensation	If any person within the definition of you , or any other relevant party chosen by you (except expert witnesses) has to attend court as a witness in connection with a claim against you covered under this section, we will pay you compensation for each day that their attendance is required by our solicitor.

What is not covered	A. We will not make any payment for:
Deliberate or reckless acts	1. Any claim or loss directly or indirectly due to: <ol style="list-style-type: none"> any act, breach or omission you deliberately or recklessly commit, condone or ignore.
Offshore	2. Any claim or loss directly or indirectly due to: <ol style="list-style-type: none"> 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.
Road traffic legislation	3. Any claim or loss directly or indirectly due to: <ol style="list-style-type: none"> 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.
Claims outside the applicable courts	4. 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, unless limited below, for all claims and their defence costs which arise from the same accident or event.
Special limits	
Terrorism	a. 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 .
Criminal proceedings costs	b. 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 .
Court attendance compensation	c. For court attendances, we will pay the amount shown in the schedule for each day or part of a day. The most we will pay for the total of all court attendances is the amount shown in the schedule.

Your obligations	We will not make any payment under this section:
If a problem arises	1. unless you notify us promptly of any claim or threatened claim against you . 2. unless you notify us as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body. 3. 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.