



# UK Combined Liability Insurance Policy Wording

**JRPCL20**

This Certificate is effected on behalf of ERGO Versicherung AG  
& JRP Underwriting (JRP Insurance Management Ltd t/as)  
as their Underwriting Agents.

ERGO is part of the Munich Re Group, one of the leading reinsurers and  
risk carriers worldwide.

**ERGO**

## Introduction

Wherever words appear in **bold** type in this **policy**, **schedule** or any **endorsement** relating to this **policy**, other than in titles and paragraph headings, they will have the meanings shown in the General Definitions Section of this **policy**.

## The Contract of Insurance

This **policy** is a contract of insurance between **you** and **us**. In return for the premium **you** have paid or agreed to pay shown in the **schedule** **we** agree to insure **you**, in accordance with the terms and conditions contained in or **endorsed** on this **policy**, against legal liability **you** incur for accidents happening during the **period of insurance**.

The following elements form the contract of insurance, please read them and keep them safe:

- **Your policy, schedule** and any **endorsements**;
- Any clauses **endorsed** on **your policy**, as set out in **your schedule**;
- Any changes to **your** insurance **policy** contained in notices issued by **us** at renewal.

**You** should take the time to read all its terms, especially the conditions which **you** have to fulfil to ensure **your** insurance remains valid and what **you** have to do when making a claim.

## Important

By entering into this insurance contract **we** accept that **you** have made a reasonably clear and accessible presentation of the risk, in accordance with Section 3(3)(b) of the Insurance Act 2015.

It is important that **you**:

- check that the Sections **you** have requested are included in the **schedule**;
- check that the information **you** have given **us** is accurate - see the "Information **you** have given us" Section on *page 4*;
- comply with **your** duties under each Section and under the insurance as a whole.

If this **policy** does not meet **your** requirements, or if **your** requirements change, **you** should contact **your broker** at **your** earliest opportunity.

**We** would remind **you** that **you** must tell **us** as soon as reasonably practicable of any facts or changes which might affect **our** assessment or acceptance of this insurance. If **you** do not disclose all relevant facts, **you** may invalidate **your policy** or **your policy** may not operate fully.

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## Important Information

### Information you have given us

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. Please refer to “How to amend this insurance” below.

**You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

At the commencement of the **period of insurance** or at the subsequent renewal of the **policy you** must disclose every material circumstance **you** know or ought to know, and provide a fair presentation of the information required to enable **us** to assess **your** insurance risk.

Information is material if it could:

- a. affect **our** assessment of the risk; or
- b. it could mean that **we** may need to change the terms or premium or both; or
- c. mean that **we** may not be able to cover that aspect of risk; or
- d. mean that **we** may no longer be able to provide **you** with insurance cover.

**You** must notify **us** as soon as is reasonably practicable of any changes in circumstances which may increase the possibility of loss, damage or legal liability covered by this **policy**. For example, **we** would need **you** to notify **us**:

- if **you** change or expand **your business** activities stated in the **schedule**;
- if any of **your employees** are to engage in work **offshore**;
- if **you** purchase a company, whether in its entirety or a part interest, and want or intend the activities of that company to be covered under this **policy**.

These are just some examples and there may be other circumstances **we** would want **you** to tell **us** about. If **you** are in any doubt, please contact **your broker** directly as failure to notify **us** of any changes could lead to **your policy** being cancelled, or a claim rejected or not fully paid.

In addition **you** must notify **us** of any alteration to the information provided, at inception or at renewal, occurring during the **period of insurance**.

If **you** are unsure as to whether or not certain facts should be disclosed please contact **your broker**.

If **you** do not disclose all information **your** insurance may not cover **you** fully, or at all.

### How to amend this insurance

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **your broker** as soon as reasonably practicable. If **you** need to change the information **you** have given **us** because a mistake has been made or if that information changes at any time please contact **your broker** as soon as reasonably practicable on becoming aware of that mistake or change.

REMEMBER - failure to notify **us** of changes may affect any claim **you** make.

When **you** make a change to **your policy** or tell **us** about a change to the information **you** have given **us**, **we** or **your broker** will write to **you** if **we**:

- need to amend the terms of **your** insurance; or
- require **you** to pay more for **your** insurance.

## Renewal of this insurance

When **your policy** is due for renewal, **we** may offer to renew it for **you** automatically. This means **you** do not need to confirm **your** intention to renew before the **policy** ends. If **we** offer to do this for **you**, **we** will write to **your broker** at least twenty-one (21) days before the **period of insurance** ends with full details of **your** next year's premium and **policy** terms and conditions. If **you** do not want to renew the **policy**, please contact **your broker**. Occasionally, **we** may not be able to offer to renew **your policy**. If this happens, **we** will write to **your broker** at least twenty-one (21) days before the expiry of **your policy** to allow enough time for **you** to make alternative insurance arrangements.

## How to cancel this insurance

To cancel this insurance (before, during or after the "cooling off period") please give **us** notice via **your broker** or in writing to **our** address as stated in **your schedule**.

### Cooling off period

**You** have a statutory right to cancel **your policy** within fourteen (14) days from the day of purchase or renewal of the contract or the day on which **you** receive **your policy** or the renewal documentation, whichever is later.

If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid. Alternatively, if **you** wish to cancel and the insurance cover has already commenced, provided **you** have not made a claim and there hasn't been an incident that could give rise to a claim, **you** will be entitled to a refund of the premium paid, less a proportional deduction for the time **we** have provided cover as stated in "Return of premium" below.

If **you** do not exercise **your** right to cancel **your policy**, it will continue in force and **you** will be required to pay the premium.

### After the cooling off period

For cancellation outside the statutory cooling off period **you** can cancel this insurance at any time. If **you** cancel this insurance after the cooling off period **we** will pay **you** a refund of any premium paid less a deduction in respect of the time for which **you** have been covered as stated in "Return of premium" below.

## Our right to cancel this insurance

**We** may cancel this insurance where there is a valid reason by giving **you** thirty (30) days' notice in writing by registered letter to **your** last known address. If **we** cancel this insurance **we** will pay **you** a refund of any premium paid as stated in "Return of premium" below.

Reasons **we** may decide to **cancel your** policy include if:

- a) there is a material change in **your business**;
- b) there is reasonable suspicion of fraud or where there has been misrepresentation of material information and/or other non-disclosure;
- c) the information that forms the basis of this contract changes;
- d) **you** do not co-operate or supply information or documentation that **we** request which materially affects our ability to process the **policy** or **our** ability to defend **our** interests;
- e) following a survey **we** have required **you** to make risk improvements and **you** have not completed these within a reasonable period of time advised by **us**;
- f) the premium has not been paid;
- g) threatening or abusive behaviour or the use of threatening or abusive language, intimidation or bullying of **our** staff or suppliers;

## Cancellation – instalment payments

If **you** pay **your** premium by direct debit and there is any default in payment, **we** will contact **you** to request payment by a given date. If payment is still not received by this date, **we** may then cancel this insurance. No refund or credit of premium will be due when cancellation takes place in these circumstances.

## Return of premium

If **you** have made a claim or there has been an incident which could give rise to a claim **we** will not return any premium.

If this insurance is cancelled, provided **you** have not made a claim and there hasn't been an incident that could give rise to a claim, **we** will return the premium stated in the **schedule** less a deduction for the time for which **you** have been covered. This will be calculated on a proportional basis (for example, if **you** have been covered for 6 months, the deduction for the time **you** have been covered will be half the annual premium).

However, if the premium at the commencement of the **period of insurance** has been calculated on any estimates provided by **you**, it will be adjusted in accordance with General Condition 1 “*Adjustment of premium*” before calculating the return of premium. Where the premium payable for any Section or Sections of this **policy** is stated in the **schedule** as being a “minimum” or “minimum and deposit”, which **you** agreed to pay for this insurance, the return premium payable to **you** for that Section or those Sections will not be more than the “minimum” or “minimum and deposit” stated in the **schedule** less a deduction for the time for which **you** have been covered.

## How to make a claim

If **you** need to make a claim or notify an incident which could give rise to a claim please contact us at the following quoting **your policy** number :-

JRP Claims Team  
MPL Claims Management Ltd  
Temple Court, 13A Cathedral Road, Cardiff, CF11 9HA

Telephone No. : 0345 060 0014  
Email : [jrp@mplclaims.com](mailto:jrp@mplclaims.com)

## Things you must do...

**IMPORTANT** You must comply with the conditions contained in page 30:

1. notify **us** in accordance with “Claims Conditions - 1. Notification”.
2. provide any other information **we** may reasonably require.
3. not admit liability in accordance with “Claims Conditions - 2. Claims handling”.
4. take all reasonable care to limit any loss, damage or injury.

Failure to comply may result in indemnity being refused.

## Defence of claims

**We** may, at **our** discretion, defend claims in accordance with “Claims Conditions - 2. Claims handling”:



## Our Regulator

ERGO Versicherung AG is a German insurance company with its headquarters at Victoriaplatz 2, 40477 Düsseldorf. Registered No: HRB36466. UK Branch registered in England and Wales, Registration No. BR016401. Registered Office Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

ERGO Versicherung AG, UK Branch is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of **our** regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from **us** on request.

## How to make a complaint

**Our** aim is to provide all **our** customers with a first class standard of service. However, there may be occasions when **you** feel this objective has not been achieved. If **you** have a complaint about **your policy** or the handling of a claim, the details below set out some of the key steps that **you** can take to address **your** concerns.

### **Where do I start?**

If **your** complaint is about the way in which the **policy** was sold to **you** or whether it meets **your** requirements, **you** should contact the insurance broker who arranged the **policy** for **you**.

If **your** complaint is about a claim, **you** should refer the matter to the JRP Underwriting Claims Team at MPL Claims Management Ltd. Their contact details are provided below :-

JRP Claims Team  
MPL Claims Management Ltd  
Temple Court  
13A Cathedral Road  
Cardiff  
CF11 9HA

Telephone No. : 0345 060 0014  
Email : [jrp@mplclaims.com](mailto:jrp@mplclaims.com)

If **your** complaint is about anything else, **you** should refer it to JRP Underwriting, whose contact details are:

The Business Manager  
JRP Underwriting  
Suite 828, Gallery 8  
Lloyd's Building  
One Lime Street  
London  
EC3M 7DQ.

Telephone : 020 3326 2030  
Email : [david.ezzard@jrpunderwriting.co.uk](mailto:david.ezzard@jrpunderwriting.co.uk)

Alternatively, **you** can ask **your broker** to refer the matter on for **you**.

Please quote **your policy** number in all correspondence so that **your** concerns may be dealt with speedily.

## What happens next?

If MPL Claims Management Ltd or JRP Underwriting are not able to resolve **your** complaint satisfactorily by close of business of the third business day following, they will refer **your** complaint to the Complaints Manager at ERGO Versicherung AG, UK Branch, who will send **you** an acknowledgement letter.

If **you** don't receive any acknowledgement letter, or at any time if **you** wish to do so, **you** may contact the Complaints Manager **yourself** by writing to:

The Complaints Manager  
ERGO Versicherung AG, UK Branch,  
Munich Re Group Offices  
Plantation Place  
30 Fenchurch Street  
London  
EC3M 3AJ

Telephone : 020 3003 7130  
Email : [complaints@ergo-commercial.co.uk](mailto:complaints@ergo-commercial.co.uk)

The Complaints Manager will investigate **your** complaint and will provide **you** with a written response within eight weeks of **your** initial complaint. This will either be a final response or a letter informing **you** that **we** need more time for **our** investigation.

## If you remain unhappy

If **we** have not resolved **your** complaint at the end of eight weeks, or if after receiving **our** final response **you** remain dissatisfied, **you** may be able to refer **your** complaint to the Financial Ombudsman Service (contact details below). **You** will have six months from the date of the final response to make this referral.

**Your** rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9GE  
Telephone : 0800 0234 567

Further information is available from them and **you** may refer a complaint to them online at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Ombudsman will review complaints from eligible complainants. An eligible complainant is defined as:

- 1) a private individual;
- 2) a **business**, which has a group annual turnover of less than £6,500,000 (approx. €8,125,000), and either:
  - i)) fewer than 50 staff; or
  - ii) an annual balance sheet total of less than £5,000,000at the time the complainant refers the complaint to the respondent;
- 3) a charity which has an annual income of less than £6,500,000 at the time the complainant refers the complaint to the respondent; or
- 4) a trustee of a trust which has a net asset value of less than £5,000,000 at the time the complainant refers the complaint to the respondent.



## Privacy Notice

Information **we** process **you** should understand that information **you** provide, have provided and may provide in future will be processed by **us**, in compliance with UK data privacy laws for the purpose of providing insurance, handling claims and/or responding to complaints.

### Information containing personal and sensitive personal information

Information **we** process may be defined as personal and/or sensitive personal information. Personal information is information that can be used to identify a living individual e.g. name, address, driving licence or national insurance number. Personal information is also information that can identify an individual through a work function or their title.

In addition, personal information may contain sensitive personal information; this can be information about **your** health and/or any criminal convictions.

**We** will not use personal and/or sensitive personal information except for the specific purpose for which **you** provide it and to carry out the services as set out within this notice.

### Collecting electronic information

If **you** contact **us** via an electronic method, **we** may record **your** internet electronic identifier i.e. **your** internet protocol (IP) address. **Your** telephone company may also provide **us** with **your** telephone number.

### How we use your information?

**Your** personal and/or sensitive personal information may be used by **us** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims; and/or
- prevent fraud.

### Who we share your information with?

**We** may pass **your** personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

**We** may also share **your** personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within JRP and Ergo/Munich Re Group of companies to:

- assess financial and insurance risks;
- recover debt;
- to prevent and detect crime; and/or
- develop products and services.

**We** will not disclose **your** personal and/or sensitive personal information to anyone outside the JRP and Ergo/Munich Re Group of companies except:

- where **we** have **your** permission;
- where **we** are required or permitted to do so by law;
- to other companies who provide a service to **us** or **you**; and/or
- where **we** may transfer rights and obligations under the insurance.
- 

### Why is it necessary to share information?

Insurance companies share claims data to:

- ensure that more than one claim cannot be made for the same personal injury or property damage;
- check that claims information matches what was provided when the insurance was taken out;
- act as a basis for investigating claims when **we** suspect that fraud is being attempted; and/or
- respond to requests for information from law enforcement agencies.

## The transferring of information outside the European Economic Area

In providing insurance services, **we** may transfer **your** personal and/or sensitive personal information to other countries including countries outside the European Economic Area. If this happens **we** will ensure that appropriate measures are taken to safeguard **your** personal and/or sensitive personal information.

## Access to your information

**You** have a right to know what personal and/or sensitive personal information **we** hold about **you**. If **you** would like to know what information **we** hold, please contact the Head of Compliance at the address listed within this notice, stating the reason for **your** enquiry. **We** may write back requesting **you** to confirm **your** identity:

If **we** do hold information about **you**, **we** will:

- give **you** a description of it;
- tell you why **we** are holding it;
- tell **you** who it could be disclosed to; and
- let **you** have a copy of the information in an intelligible form.

If some of **your** information is inaccurate, **you** can ask **us** to correct any mistakes by contacting **our** Compliance Manager.

## Providing consent to process your information

By providing **us** with **your** personal and/or sensitive personal information, **you** consent to **your** information being used, processed, disclosed, transferred and retained for the purposes set out within this notice. -

If **you** supply **us** with personal information and/or sensitive personal information of other people, please ensure that **you** have fairly and fully obtained their consent for the processing of their information. **You** should also show this notice to the other people.

**You** should understand that if **you** do not consent to the processing of **your** information or **you** withdraw consent, **we** may be unable to provide **you** with insurance services.

## Changes to this Notice .

**We** keep **our** privacy notice under regular review. This notice was last updated on the 18<sup>th</sup> April 2018.

## Contacting us

If **you** have any questions relating to the processing of **your** information, contact:

Compliance Manager  
ERGO Versicherung AG, UK Branch,  
Munich Re Group Offices  
Plantation Place  
30 Fenchurch Street  
London  
EC3M 3AJ

Telephone : 020 3003 7000  
Email : [compliance@ergo-commercial.co.uk](mailto:compliance@ergo-commercial.co.uk)

## Employers' Liability Tracing Office (ELTO)

By entering into this insurance **policy you** will be deemed to specifically consent to the use of **your** insurance **policy** data in the following way and for the following purposes. -

Certain information relating to **your** insurance **policy** including, without limitation,

- the **policy** number(s);
- employers' names and addresses (including subsidiaries and any relevant changes of name);
- dates of cover;
- employer's reference numbers provided by Her Majesty's Revenue and Customs; and
- Companies House reference numbers (if relevant) will be provided to the ELTO and added to an electronic database ("the database").

This information will be made available by **us** to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis. The database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on **business** in the UK and who are covered by the employers' liability insurance of their employers ("the claimants"):

- to identify which insurer (or insurers) provided employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The database will be managed by ELTO.

## Rights of Third Parties

A person who is not a party to this **policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## Choice of Law and Jurisdiction

The parties to a contract of insurance are free to choose the law and jurisdiction applicable to that contract. In the absence of any agreement to the contrary, the laws of England and Wales will apply and the parties submit to the exclusive jurisdiction of the courts of England and Wales unless, at the commencement of the **period of insurance, you** are either:

- i) a resident of; or
- ii) a **business** with its registered office or principal place of **business** is situated in;

Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country, crown protectorate or dependency will apply and the parties submit to the exclusive jurisdiction of the courts of that country, crown protectorate or dependency.

## Language

The language of **your policy** and any communication throughout the duration of the **period of insurance** will be English.

## Sanctions

This **policy** will not provide any insurance cover or benefit and **we** will not pay any sum if doing so would mean that **we** are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to **us**.

## Taxes

There may be circumstances where taxes may be due that are not paid via **us**. If this occurs, then it is **your** responsibility to ensure that these are paid direct to the appropriate authority.

## General Definitions

*Definitions are set out below unless otherwise shown in a particular **policy** Section. Any word or phrase, other than titles and paragraph headings, which has a definition is printed throughout this **policy**, **schedule** or any **endorsement** relating to this **policy** in **bold type**. Any defined word or phrase in the singular is deemed to include the plural and those in the plural are deemed to include the singular.*

1. **Aircraft**  
Any vessel, craft, vehicle, drone, kite, hang-glider, balloon, or other appliance whether heavier or lighter than air which is used within or outside the Earth's atmosphere and includes any part and any component of these.
2. **Bodily injury**  
Death, injury, illness, disease or nervous shock.
3. **Broker**  
The insurance broker or adviser through whom **you** purchased this **policy**.
4. **Business**  
The **business**, as specified in the **schedule**, carried on in the **United Kingdom** including the following activities:
  - a) ownership use repair maintenance and decoration of premises occupied by **you**;
  - b) repair or maintenance of vehicles or plant owned or used by **you**;
  - c) the provision and management by **you** of canteen, social, sports, educational and welfare organization(s) for the benefit of any **employee** and first aid, fire, security and ambulance services;
  - d) participation in exhibitions held in member countries of the European Union in connection with the **business** specified in the **schedule**; and
  - e) private work undertaken for **you** by any **employee** or for any director or **employee** with **your** previous consent.
5. **Contract works**  
The temporary or permanent works executed or in the course of execution by **you** or on **your** behalf, in the performance of any contract, including materials supplied, by reason of the contract and other materials or plant for use in connection therewith.
6. **Costs and expenses**
  - a) Claimant's costs and expenses arising in respect of any claim against **you** which may be the subject of **indemnity** under this **policy**.
  - b) All costs and expenses incurred by **you** with **our** written consent in respect of any claim against **you** which may be the subject of **indemnity** under this **policy**.
7. **Employee**  
Any person who is:
  - a) employed under a contract of service or apprenticeship with **you**;
  - b) a labour master or person supplied by him;
  - c) employed by labour only sub-contractors, but only whilst working for **you** and under **your** control;
  - d) self-employed and working for **you** and under **your** control;
  - e) hired to or borrowed by **you**;
  - f) supplied to **you** for the purpose of study work or training experience;
  - g) a prospective **employee** who is undergoing practical work experience whilst being assessed by **you** as to his or her suitability for employment;
  - h) a voluntary helper while working under **your** supervision and control and in connection with the **business**; or
  - i) an outworker or homeworker employed under a contract to personally carry out any work in connection with the **business** while they are engaged in that work.
8. **Endorsement / endorsed**  
A document detailing a change in the terms and conditions of this insurance.

**9. Excess**

The first part of any claim which **you** must pay. The applicable excess is stated in the **schedule** if not stated in this **policy**.

**10. Indemnity / indemnify / indemnified**

The principle according to which a person who has suffered a loss is restored (so far as possible) to the same financial position that they were in immediately before the loss, subject to the limits of **indemnity** as specified in the **schedule**.

**11. Offshore**

From the time of embarkation by an **employee** onto a vessel or aircraft (including helicopters) for conveyance from land to an offshore installation or support or accommodation vessel until disembarkation by that **employee** from a vessel or aircraft (including helicopters) onto land upon return from an offshore installation or support or accommodation vessel. For the purpose of this definition "offshore installation" does not include wind farms which are deemed not to be offshore.

**12. Period of insurance**

The period from the effective date shown in the **schedule** until midnight on the expiry date shown in the **schedule**. This includes any subsequent period for which **we** may accept payment for renewal of this **policy**.

**13. Policy / Certificate**

All terms, provisions, exclusions, conditions and limits of **indemnity** set out in this document; and

- a) the **schedule**, notices and other documents attaching from time to time; and
- b) all **endorsements** incorporated and issued for incorporation in this document all of which must be read together and constitute the contract of insurance.

**14. Pollution**

- a) Pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory; and
- b) all loss, damage or injury directly or indirectly caused by pollution or contamination as stated in a) above.

**15. Principal**

The other party to a contract or agreement for whom **you** are undertaking work or services or providing **products** where that party is responsible for setting out the terms of the contract or agreement..

**16. Products**

Any tangible products or goods (including containers, labelling, instructions or advice provided in connection with those products or goods) which are manufactured, sold, supplied, erected, repaired, altered, treated, designed, tested, installed, formulated, constructed or serviced by **you** in the course of the **business**.

**17. Property**

Property which is both material and tangible.

**18. Schedule**

The **schedule** is part of this contract of insurance and contains **your** details and the **period of insurance** and the limits of **indemnity**.

**19. Terrorism**

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

**20. United Kingdom**

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man and the territorial waters of those countries.

**21. We/us/our**

- a) **ERGO Versicherung AG**, UK branch.
- b) **JRP Insurance Management Ltd t/as JRP Underwriting** at all times as authorised Underwriting Agents and administrators (and for no other purpose) for **ERGO Versicherung AG**, UK branch with no liability under this **Policy**.

**22. You/your**

- a) The policyholder named in the **schedule**.
- b) Any associated or subsidiary company of the policyholder provided it has been notified to and accepted by us.
- c) At **your** request:
  - i) any director or **employee** while acting on behalf of or in course of their employment or engagement with **you** in respect of liability for which **you** would have been entitled to **indemnity** under this **policy** if the claim against that person had been made against **you**.
  - ii) any officer, member or **employee** of **your** social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity.
  - iii) any of **your** directors, partners or senior officials in respect of private work carried out by any **employee** for them with **your** consent.
  - iv) any **principal** for legal liability in respect of which **you** would have been entitled to **indemnity** under this **policy** if the claim had been made against **you** arising out of work carried out by **you** under a contract or agreement.
  - v) **your** personal representatives (in the event of your death) in respect of liability incurred by **you** provided that if **indemnity** is extended to any party described in paragraphs c)i) to c)iv) above that party complies with the terms of this **policy** so far as they can apply and in any event **our** liability will not exceed the limit of **indemnity**.

## Section A – Employers’ Liability

*This is an optional section of cover. Please refer to **your schedule** to confirm whether **you** have cover under Section A.*

### Operative Clause

Subject to the exclusions, conditions and definitions of this **policy**, **we** will **indemnify you** under Section A against:

- a) all sums which **you** become legally liable to pay as damages; and
- b) **costs and expenses**;

in the event of **bodily injury** sustained by any **employee** which arises out of and in the course of their employment by **you** in the **business** and which is caused during the **period of insurance**;

- i. within the **United Kingdom**; or
- ii. elsewhere in the world in respect of temporary visits in a non-manual labour capacity by any **employee** in connection with the **business** provided that the **employee** is normally resident in the **United Kingdom**.

### Limit of indemnity

1. The amount specified in the **schedule** as the limit of indemnity for Section A.

**Our** liability to **you** for all compensation payable by **you** to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series resulting from or attributable to one source or original cause will not exceed the limit of indemnity.

The limit of indemnity will be the maximum amount payable including **costs and expenses**.

2. Despite anything contained in *paragraph 1* above, **our** liability to **you** under Section A for;

- damages and **costs and expenses** payable by **you**;
- in respect of any one claim arising out of any one event or all events of a series resulting from or attributable to one source or original cause;

arising out of **terrorism** will not exceed **GBP 5,000,000**.

3. Despite anything contained in *paragraph 1* above, **our** liability to **you** under Section A for;

- damages and **costs and expenses** payable by **you**;
- in respect of any one claim arising out of any one event or all events of a series resulting from or attributable to one source or original cause;

in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or **products** containing asbestos will not exceed **GBP 5,000,000**.

### Employers’ liability compulsory insurance

The **indemnity** granted by Section A is deemed to be in accordance with the provisions of any law enacted in the **United Kingdom** relating to compulsory insurance of employers’ liability to their **employees**.

If however **we** pay any sum which would not have been paid but for the provisions of that law then **you** must repay the sum to **us**.



## Extension 1 - Unsatisfied court judgments

In the event that:

- a) a judgment for damages is obtained against any company or individual operating from premises within the **United Kingdom** by any **employee** in respect of **bodily injury** caused during any **period of insurance** arising out of and in the course of their employment by **you** in the **business**; and
- b) it remains unsatisfied in whole or in part six months after the date of that judgment;

**We will indemnify** the **employee** or their personal representative up to the limit of indemnity for the amount of damages and awarded costs which remain unsatisfied as long as;

- i) there is no appeal outstanding;
- ii) any payment made by **us** will only be in respect of **bodily injury** which would otherwise be within the scope of cover of Section A of the **policy**;
- iii) any payment made by **us** will only be in respect of liability for which **you** would have been entitled to **indemnity** under Section A of the **policy** if the judgment had been made against **you**; and
- iv) **we** will be entitled to take over and prosecute for **our** own benefit any claim against any other party and **you**, the **employee** or their personal representatives must give all information and assistance **we** may reasonably require.

## Exclusions applicable to Section A

1. **We will not indemnify you** under Section A against **your** legal liability for **bodily injury** to an **employee** in circumstances where compulsory insurance or security is required by Road Traffic Act legislation.
2. **We will not indemnify you** under Section A against liability arising **offshore**.

## Condition applicable to Section A

The following is a condition of the insurance that **you** need to meet as **your** part of the contract to which this **endorsement** attaches. If **you** do not meet this condition and that either causes a claim or contributes to a claim, **we** may reject that claim or payment in respect of that claim could be reduced.

It is a condition of Section A that **you** do not manufacture, mine, process, distribute, test, remediate, remove, store, dispose of, sell or use asbestos or materials or **products** containing asbestos.

## **Section B – Public Liability**

*This is an optional section of cover. Please refer to **your schedule** to confirm whether **you** have cover under Section B.*

### **Operative Clause**

Subject to the exclusions, conditions and definitions of this **policy**, we will **indemnify you** under Section B against:

- a) all sums which **you** become legally liable to pay as damages; and
- b) **costs and expenses**;

in the event of;

- i. accidental **bodily injury** to any person
- ii. accidental loss of or damage to **property**;
- iii. obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water;

occurring during the **period of insurance** and arising out of the activities of **your business**;

- A. in the **United Kingdom**;
- B. elsewhere in the world in respect of temporary visits in a non-manual labour capacity by **your** directors or **employees** normally resident in the **United Kingdom**.

### **Limit of indemnity**

**Our** liability to **you** for all compensation payable by **you** to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series resulting from or attributable to one source or original cause will not exceed the amount specified in the **schedule** as the limit of indemnity for Section B.

**Costs and expenses** are payable in addition to the limit of indemnity under Section B apart from:

- i) any judgment award or settlement made within; and
- ii) any order made anywhere in the world to enforce, either in whole or in part, a judgment, award or settlement made within;

the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada for which the limit of indemnity for Section B will be the maximum amount payable including **costs and expenses**.

### **Extensions applicable to Section B**

*These extensions are subject to all other terms of this **policy** so far as they can apply unless otherwise stated.*

#### **Extension 1 - Defective premises**

**We will indemnify you** against **your** legal liability for **bodily injury** or loss of or damage to **property** arising in respect of any premises disposed of by **you**. This **indemnity** does not apply to any costs or expenses incurred in repairing, replacing or making any refund in respect of any of those premises.

### Extension 2 - Leased premises

We will **indemnify you** against **your** legal liability for loss of or damage to premises or fixtures or fittings in and on premises during the **period of insurance** which are leased to **you**.

This **indemnity** does not apply in respect of **your** legal liability for:

- i) loss or damage if the liability is assumed under any tenancy or other agreement and would not have arisen in the absence of that agreement; or
- ii) the first **GBP 250** of that loss or damage.

### Extension 3 - Contingent liability (non-owned vehicles)

*For the purposes of this Extension 3 - "you/your" is restricted to General Definitions 22.a) and 22.b) only.*

We will **indemnify you** against **your** legal liability for **bodily injury** and loss of or damage to **property** occurring during the **period of insurance** arising out of the use of any motor vehicle in connection with the **business** which is not **your property** or leased or hired to **you** and is not provided by **you**.

This **indemnity** does not apply in respect of:

- i) loss of or damage to a vehicle being driven by **you**;
- ii) **bodily injury** or loss of or damage to **property** while that vehicle is being driven by **you**;
- iii) liability arising from circumstances in which it is compulsory for **you** to insure or provide security in respect of any vehicle as a requirement of relevant Road Traffic Act legislation;
- iv) a vehicle being used outside the **United Kingdom**.

### Extension 4 - Overseas personal liability

Where **you** or any of **your** directors or **employees** are temporarily visiting a country outside the **United Kingdom** during the **period of insurance** in connection with the **business**, we will **indemnify you** and:

- i) if **you** are an individual, **your** spouse and child(ren) accompanying **you**; and
- ii) any of **your** directors or **employees**; and
- iii) any spouse or child(ren) of **your** directors or **employees** accompanying them;

against legal liability incurred in a personal capacity for accidental **bodily injury** or loss of or damage to **property** occurring during that visit.

### Extension 5 - Car park and cloakroom liability

We will **indemnify you** against legal liability in respect of accidental loss of or damage, occurring during the **period of insurance**, to vehicles or personal effects of other persons which **you** hold in trust or in **your** custody or control as long as those vehicles and personal effects:

- i) are not being stored by **you** for a fee or other consideration; and/or
- ii) are not held in trust by **you** or in **your** custody or control for the purpose of work being carried out on them.

## Exclusions applicable to Section B

We will not indemnify you under Section B against liability:

1. for loss of or damage to **property** belonging to **you** or in **your** or **your employee's** custody or control other than;
  - i) in respect of **property** including motor vehicles belonging to **your employees** or visitors to premises occupied by **you**; or
  - ii) as set out in the **indemnity** provided to **you** under *Extension 5 - Car park and cloakroom liability*;
  - iii) in respect of any premises including contents (not being premises leased to **you**) which are temporarily occupied by **you** for the purpose of carrying out work in or to those premises.
2. arising from the ownership, possession or use under **your** control, or under the control of any of **your** directors or **employees**, of any mechanically propelled vehicle in circumstances where compulsory insurance or security is required under any Road Traffic Act legislation.
3. arising out of the ownership, possession or use by **you** or on **your** behalf of any **aircraft**, hovercraft, **offshore** installation or watercraft (other than hand-propelled or wind-powered watercraft whilst on inland waterways).
4. arising from any **products** after they have ceased to be in **your** custody or control other than food or drink for consumption on **your** premises.
5. caused by or arising out of;
  - i) advice, design or specification given by **you** for a fee; or
  - ii) professional services rendered by **you** or on **your** behalf.
6. in respect of each claim arising out of damage to **property**, for the first amount equal to the **excess** stated in the **schedule**.
7. for loss or damage to **your contract works**:
  - i) prior to certified completion or handover by **you**.
  - ii) after certified completion or handover by **you**, where such loss or damage arises out of the defective condition of any part of such property structure or **contract works**.
8. for the costs incurred by anyone in;
  - i) recalling or making refunds in respect of any **products** or **contract works**;
  - ii) remedying any defects or alleged defects in land or buildings or structures or other premises disposed of by **you**.
9. arising from or in connection with any trade or operation thereof carried out by any tenant of **your Property**.

## Section C – Products Liability

*This is an optional section of cover. Please refer to **your schedule** to confirm whether **you** have cover under Section C.*

### Operative Clause

Subject to the exclusions, conditions and definitions of this **policy**, **we** will **indemnify you** under Section C against:

- a) all sums which **you** become legally liable to pay as damages; and
- b) **costs and expenses**;

in the event of;

- i. accidental **bodily injury** to any person; or
- ii. accidental loss of or damage to **property**;

occurring anywhere in the world during the **period of insurance** and caused by any **products** after they have ceased to be in **your** custody or control.

### Limit of indemnity

**Our** liability for all sums payable in respect of the **period of insurance** will not exceed the amount specified in the **schedule** as the limit of indemnity for Section C.

**Costs and expenses** are payable in addition to the limit of indemnity under Section C.

### Exclusions applicable to Section C

**We** will not **indemnify you** under Section C against **your** legal liability:

1. caused by or arising out of any **products** which to **your** knowledge are for delivery or use in the United States of America or Canada, their territories, possessions, dependencies or protectorates
2. caused by or arising out of any **products** which to **your** knowledge are sold, supplied, erected, repaired, altered, treated, installed in or for use in any **aircraft** or for aviation purposes.
3. caused by or arising out of any **products** which to **your** knowledge are sold, supplied, erected, repaired, altered, treated, installed in or for use in any hovercraft or waterborne craft or for marine purposes.
4. for the costs incurred in the repair, reconditioning, replacement, removal or breaking out of any **products** or any part of those **products**.
5. arising out of loss of or damage to **products**.
6. for the costs incurred by anyone in recalling or making refunds in respect of any **products**.

## General Extensions

*These extensions are subject to all other terms of this **policy** so far as they can apply unless otherwise stated.*

### 1. Contractual liability

Despite General Exclusion - 4 "*Contractual Liability*", **we** will **indemnify you** under the applicable Section of this **policy**, to the extent that any contract or agreement entered into by **you** with any **principal** requires **you** to assume liability for **bodily injury** or loss of or damage to **property** which arises out of the performance by **you** of that contract or agreement provided that:

- i) the conduct and control of claims is vested in **us**;
- ii) the **indemnity** granted by *Section A – Employers' Liability* will apply only in respect of **your** liability to **your employees**; and
- iii) nothing in this extension will increase **our** liability to pay more than the applicable limit of indemnity under any Section of this **policy**.

### 2. Cross liabilities

If the policyholder named in the **schedule** comprises more than one party, **we** will treat each party as though a separate **policy** had been issued to each of them.

However, nothing in this extension will increase **our** liability to pay more than the applicable limit of indemnity under any Section of this **policy**.

### 3. Compensation for court attendance

In the event of any of **your** directors, partners or **employees** attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to **indemnity** under this **policy**, **we** will provide compensation at the following rates for each day on which attendance is required;

- i) any director or partner **GBP 500** per day;
- ii) any **employee** **GBP 250** per day;

limited in total for all court appearances commenced during the **period of insurance** to **GBP 10,000**, which is payable in addition to the limits of indemnity specified in the **schedule**.

### 4. General Data Protection Regulation ( GDPR ) Extension

This General Extension operates on a claims-made basis.

For the purposes of this General Extension, the following General Definition is added to this **policy**.

**GDPR** The General Data Protection Regulation (EU) 2016/697 and any enabling data protection legislation.

Subject to the exclusions, conditions and definitions of this **policy**, **we** will **indemnify you**, and at **your** request, any of **your** directors, partners or **employees**, against legal liability to pay compensation and **costs and expenses** arising from a claim first made against **you** during the **period of insurance**:

- a) for damage or distress as described in Section 13 of the Data Protection Act 1998;
- b) for material or non-material damage which is the direct result of a breach of the **GDPR**;

caused in the course of **your business**, provided that the claim is also notified to **us** during the **period of insurance**.

#### Limit of indemnity

Despite the limits of indemnity specified in the **schedule**, **our** liability for all compensation payable by **you** (including **costs and expenses**) under this General Extension will not exceed **GBP 250,000** in total for all claims first made against **you** during the **period of insurance**.

## Exclusions

**We** will not **indemnify you** in respect of:

- i) the costs of replacing, reinstating, rectifying or erasing any data.
- ii) liability arising from or caused by a deliberate wrongful act or deliberate wrongful omission of any person eligible for an **indemnity** under this General Extension.
- iii) claims which arise out of circumstances:
  - a) notified to previous insurers; or
  - b) known to **you**, or which should have been known to **you** upon reasonable enquiry, at inception of this **policy**.
- iv) the costs and expenses of legal representation:
  - a) in the defence of any criminal proceedings brought against **you**;
  - b) in an appeal against conviction resulting from a prosecution;

arising out of any actual or alleged breach of data protection legislation or regulation.

## Conditions

**You** must comply with the following conditions. If **you** fail to do so, **we** may not pay a claim, or any payment may be reduced. **You** must:

1. give notice in writing to **us** as soon as reasonably practicable of the discovery of any circumstance which may give rise to a claim under this **policy**. Any claims arising out of circumstances notified in accordance with this Condition 1 will be deemed to have been first made against **you** during the **period of insurance**
2. comply with Claims Conditions 1 (Notification) and 2 (Claims handling) of this **policy**.

## 5. Prosecution Defence Costs Extension

### Definition

#### Applicable Legislation:

- Health and Safety at Work etc Act 1974;
- Corporate Manslaughter and Corporate Homicide Act 2007;
- Health and Safety Inquiries (Procedure) Regulations 1975; or similar legislation in the United Kingdom; and
- Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990.

#### You/your

Is limited to paragraphs a) to c)i) of the General Definition of "you" on *page 15*.

#### We will indemnify you against:

- a) legal costs and expenses incurred with **our** written consent;
  - i) in the defence of any criminal proceedings brought against **you** in respect of an offence under or breach, whether actual or alleged, of any **applicable legislation** provided that the offence or breach is committed or is alleged to have been committed within the **United Kingdom** during the **period of insurance** in the course of the **business**;
  - ii) in an appeal against a conviction arising from the above criminal proceedings;
- b) any prosecution costs awarded against **you** arising from those proceedings stated in paragraph a) above;
- c) costs and expenses, incurred with **our** written consent, of **your** legal representation at an inquiry or inquest ordered under any **applicable legislation** provided that the incident giving rise to the inquiry or inquest occurred within the **United Kingdom** during the **period of insurance** in the course of the **business**;

all of which proceedings or inquiry or inquest result from any matter which is the subject of **indemnity** under a Section of this **policy** which is stated to be applicable or covered in **your schedule**.

For the purpose of this Extension:

#### 1. **Our** total liability will not exceed:

- a. **GBP 1,000,000** in total for legal costs and expenses incurred with **our** written consent in respect of sub-paragraphs a) and c) above;

inclusive of

- b. **GBP 100,000** in total for all prosecution costs awarded against **you** in respect of sub-paragraph b) above;

which is payable in addition to the limit(s) of indemnity specified in the **schedule**, for all offences and breaches committed or alleged to have been committed and all incidents occurring during the **period of insurance**.

2. amounts payable under this Extension (for the avoidance of doubt) are not limited to situations where **we** have a financial interest in the outcome of the proceedings.

### **Conditions**

1. **We** will refer claims under this Extension to one of **our** panel of expert legal advisors, but **you** can appoint **your** own legal representative should **you** wish.
2. If you elect to appoint **your** own legal representative the **indemnity** under this Extension will be payable for their services on the basis of **our** standard terms of appointment for legal representation or other reasonable terms of appointment to which **we** agree, **our** agreement not to be unreasonably withheld.



3. **We** are entitled to have sight of the appointed legal representative's file relating to the defence of a prosecution or representation at an inquiry which is the subject of a claim under this Extension and **you** are considered to have provided consent for **us** or **our** appointed agent to have sight of the file for auditing, quality and cost control purposes.
4. At any time **we** may seek an independent barrister's opinion as to the prospects of success in defending the prosecution. If the opinion is that a "not guilty" plea does not have a reasonable prospect of success then **we** will advise **you** of that opinion. Should **you** elect to continue with a "not guilty" plea then;
  - i) **we** will withdraw **our** support for **your** defence and be under no further obligation to **indemnify you** against any costs incurred from the date of **your** refusal to accept that opinion; unless
  - ii) **you** obtain an independent barrister's opinion at **your** own expense which contradicts the opinion that **we** have obtained; in which case
  - iii) **we** will ask the Chairperson or Vice-Chairperson of the Bar Council to appoint a Queen's Counsel to give a final opinion, at our expense, as to the prospects of success in defending the prosecution.

If the opinion of the Queen's Counsel agrees with **your** Barrister's opinion then **we** will continue to support **your** defence, but if it does not **we** will withdraw **our** support for **your** defence and be under no further obligation to **indemnify you** against any costs incurred from the date of the Queen's Counsel final opinion.

This does not affect **your** rights under "Claims Conditions - 5. Arbitration" on *page 30*, nor (if **you** meet the criteria) to refer a dispute to the Financial Ombudsman Service by following the complaints procedure in "How to make a complaint" on *page 7*.

5. In the event that **you** are dissatisfied with service provided by the appointed legal representative:
  - i) during the proceedings **you** should raise this with them in the first instance. If **you** remain dissatisfied and they;
    - a) are a member of **our** panel **you** can complain to **us** by following the complaints procedure in "How to make a complaint" on *page 7*;
    - b) were **your** own appointment **you** could elect to replace them, but **you** must understand that;
      - this could prolong the court case;
      - whilst the consequences could be to your advantage they might be to your disadvantage;
      - this is likely to incur increased costs for which **we** would only **indemnify you** if **you** have made **us** aware of your dissatisfaction and if **we** have given **our** written consent to replacement before it happens.

Nothing in this sub-paragraph 5.i)b) removes or diminishes any other provision of this Extension.

- ii) after the proceedings have been concluded and a verdict handed down and they;
  - a) are a member of **our** panel **you** may complain to us by following the complaints procedure in "How to make a complaint" on *page 7*;
  - b) were **your** own appointment **you** can complain to them and if **you** remain dissatisfied you can refer your complaint to the Solicitors Regulation Authority Contact Centre on 0370 606 2555 or email [contactcentre@sra.org.uk](mailto:contactcentre@sra.org.uk)

## Exclusions

**We** will not **indemnify you**:

- i) against liability for fines or penalties of any kind;
- ii) against liability, or for costs and expenses in defending a prosecution for liability, arising from or caused by any deliberate act or omission of any person eligible for an **indemnity** under this Extension if the result could reasonably have been expected to constitute a breach of the **applicable legislation** having regard to the nature and circumstances of that act or omission;
- iii) against liability for costs and expenses in defending a prosecution where **indemnity** is provided by any other insurance.

## General Exclusions

The following General Exclusions are applicable to all Sections of the **policy** unless stated otherwise.

### 1. United States of America and Canada

We will not **indemnify you** against **your** legal liability:

- i) in respect of any judgment award or settlement made within;
- ii) in respect of any order made anywhere in the world to enforce, in whole or in part, any judgment award or settlement made within;

the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada other than in respect of liability arising out of temporary visits to;

- iii) the United States of America or Canada; or
- iv) any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada;

in a non-manual labour capacity by **your** directors or **employees** normally resident in the **United Kingdom** under *sub-paragraph B* of the *Operative Clause to Section B– Public Liability* or under *Extension 4 - Overseas personal liability of the Extensions applicable to Section B*.

### 2. Radioactivity

We will not **indemnify you** against **your** legal liability directly or indirectly caused by or contributed by or arising from;

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

### 3. Punitive Damages, Penalties and Fines

We will not **indemnify you** against **your** legal liability for any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form.

### 4. Contractual Liability

We will not **indemnify you** against **your** legal liability which is assumed by **you** under agreement unless liability would have arisen in the absence of that agreement.

### 5. War

We will not **indemnify you** against **your** legal liability directly or indirectly caused by, happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## 6. Cyber Exclusion

We will not indemnify you against:

- i) any loss directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion: or
  - a) corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part of it whether tangible or intangible (including but without limitation any information or programs or software); or
  - b) erasure or corruption of data processed by any computer or other equipment or component or system or item; whether **your** property or not, where the loss is caused by a **virus or similar mechanism, phishing or hacking or denial of service attack**;
- ii) any legal liability or financial loss or expense, including but not limited to consequential loss, caused by or contributed to or arising from or occasioned by or resulting from a **virus or similar mechanism, phishing or hacking or denial of service attack** or misuse of any computer or other equipment or component or system or item whether or not resulting in:
  - a) actual or anticipated disclosure or publication of data including but not limited to privileged information or sensitive personal data;
  - b) actual or suspected theft of data including but not limited to privileged information and sensitive personal data;

except to the extent of the **indemnity** provided under “General Extension 4 - Data Protection Regulation” of this **policy**.

For the purposes of this Exclusion, the following definitions are added to **your policy**.

### Definitions

#### Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

#### Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data, whether **your** property or not.

#### Phishing

Any access or attempted access to data or information made by means of misrepresentation or deception.

#### Virus or similar mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of virus or similar mechanism includes but is not limited to Trojan horses, worms and logic bombs.

## General Exclusions continued

*The following General Exclusions are not applicable to Section A – Employers' Liability.*

### 7. Excess

We will not **indemnify you** against **your** legal liability for the first amount equal to the **excess** stated in the **schedule**.

### 8. Computer Systems

We will not **indemnify you** against **your** legal liability arising out of failure of any computer system, whether or not **your property**, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any computer system relating to date or time compliance.

### 9. Asbestos

We will not **indemnify you** against **your** legal liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or **products** containing asbestos whether or not there is another cause of loss which may have contributed concurrently or been operative in the sequence of events resulting in a loss.

### 10. Due Care

We will not **indemnify you** against **your** legal liability caused by or arising out of the deliberate, conscious or intentional disregard of **your** obligation to take all reasonable steps to prevent **bodily injury** or loss of or damage to **property**.

### 11. Liquidated Damages and Contractual Remedies

We will not **indemnify you** against **your** legal liability arising out of clauses or warranties which pre-define and/or pre-agree compensation payable by **you** for loss, detriment, or injury to a person or a person's rights or property (including but not limited to liquidated damages clauses, penalty clauses or performance warranties) unless liability would have arisen in the absence of those clauses or warranties.

### 12. Terrorism

We will not **indemnify you** against **your** legal liability directly or indirectly caused by or arising out of **terrorism** or any loss, damage, costs or expenses directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

### 13. Pollution

We will not **indemnify you** against **your** legal liability caused by or arising out of **pollution**, but we will indemnify you under *Section B– Public Liability* or *Section C – Products Liability* against liability in respect of accidental **bodily injury** or accidental loss of or damage to **property** caused solely by **pollution** which results from a sudden, identifiable, unintended and unexpected incident if that incident takes place in its entirety at a specific and identified time and place during the **period of insurance** provided that;

- i) all **pollution** which arises out of any one incident will be deemed to have occurred at the time that incident takes place;
- ii) **we** will not **indemnify you** against liability in respect of **pollution** happening anywhere in the United States of America or Canada or their territories, possessions, dependencies or protectorates; and
- iii) nothing in these provisos will increase **our** liability to pay more than the limits of indemnity specified in the **schedule** in total in respect of damages costs fees and expenses awarded against **you** during the **period of insurance**.



#### 14. Bodily Injury to Employees

**We will not indemnify you** against **your** legal liability for **bodily injury** to any of **your employees** arising out of and in the course of employment by **you** in **your business**.

## Claims Conditions

*Claims Conditions 1 and 2 are conditions precedent to **our** liability under this insurance. If **you** do not comply with these conditions, **we** shall be entitled to refuse **indemnity** under this **Policy**.*

### 1. Notification

Upon discovery of an event that may give rise to a claim under this **Certificate You** must report the circumstances to **Underwriters** as soon as reasonably possible but in any event within 14 days of the discovery.

### 2. Claims handling

**You** must not make any admission, offer, promise or payment without **our** written consent.

**We** will be entitled to take over and conduct in **your** name the defence or settlement of any claim or to prosecute in **your** name for **your** own benefit any claim for **indemnity** or damages or otherwise.

**We** will have full discretion in the conduct of any proceedings and in the settlement of any claim.

**You** must give all information and assistance as **we** may reasonably require.

### 3. Discharge of liability

**We** may at any time pay to **you** in connection with any claim or series of claims under this **policy** to which an **indemnity** applies the limit of indemnity (after deduction of any sums already paid) or any lesser amount for which those claims can be settled and upon payment being made, **we** will relinquish the conduct and control of and be under no further liability in connection with those claims except for the payment of defence costs incurred with **our** consent before the date of payment (unless the limit of indemnity is stated to be inclusive of defence costs).

However, if **we** exercise the above option and the amount required to dispose of any claim or series of claims exceeds the limit of indemnity and the balance of the amount required to dispose of the claim is insured either in whole or in part with defence costs payable in addition to the limit of indemnity under this **policy** then **we** will also contribute **our** proportion of subsequent defence costs incurred with **our** consent.

### 4. Other insurance

If in respect of any claim under this **policy** there is any other insurance or **indemnity** in **your** favour in force relative to that claim, or there would be but for the existence of this **policy**, **our** liability will be limited to the amount in excess of that which is or would have been payable (but for the existence of this **policy**) in respect of that claim but always limited to the limit of indemnity.

### 5. Arbitration

If any difference arises as to the amount to be paid under this **policy** (liability being otherwise admitted by **us**) this difference will be referred to an arbitrator to be appointed by **you** and **us** in accordance with Insurance and Reinsurance Arbitration Society (ARIAS) (UK) Arbitration Rules (or any subsequently amending authority or rules).

All costs of the arbitration will be at the discretion of the arbitrator who will decide how much each of the parties in dispute must pay and to whom.

The seat of the arbitration will be in London, England and the arbitration tribunal will apply the proper law of this contract and of this arbitration condition as stated in "Choice of Law and Jurisdiction" on *page 11*.

However, **you** may not need to engage in arbitration if **you** meet the criteria for the Financial Ombudsman Service to deal with the dispute and **you** follow the complaints procedure, all of which is contained in "How to make a complaint" on *page 7*.

## 6. Remedy for fraud

If **you** or anyone acting on **your** behalf makes a fraudulent claim under this **policy**, including providing fraudulent information or documentation, **we** will:

- a) refuse to pay the claim;
- b) seek to recover any of costs already incurred by **us** relating to the fraudulent claim;
- c) have the option to cancel the **policy** from the date of the fraudulent act; and
- d) keep any premium paid to **us**.

This will not affect separate claims made before the fraudulent act, unless they too were fraudulent.

## 7. Breach of the duty of fair presentation

### A. Remedy for breach of the duty of fair presentation

A non-disclosure or misrepresentation is “deliberate or reckless” if:

- a) in the case of a misrepresentation, **you** knew it was untrue or misleading, or did not care whether it was untrue or misleading;
- b) in the case of a non-disclosure, **you** knew that the matter to which the non-disclosure related was material to **us**, or did not care whether or not it was material to **us**.

The burden will be on **us** to prove all matters set out in this condition.

### B. Remedy for deliberate or reckless breach of the duty of fair presentation

If **you** deliberately or recklessly breach **your** duty of fair presentation of the risk this **policy** will be avoided from its start date and no premium will be returned.

### C. Remedy for breach of the duty of fair presentation which is neither deliberate nor reckless

If **your** breach of the duty of fair presentation of the risk was neither deliberate nor reckless, and had **we** known the information which led to the breach from the start of the **policy** or at the time of its renewal, **we**:

- a) **would not have entered into the contract:**

**we** will:

- i) charge an additional premium calculated from the start of the **period of insurance** (the amount charged will be proportionate with the increase in risk);
- ii) apply additional terms from the date **we** discover the breach;

provided **you** have paid the additional premium **we** requested and agreed in writing to the additional terms, **we** will also:

- a. pay any valid claims notified to **us** before the date of the discovery of the breach, including any valid claim which led to the discovery of the breach;
- b. continue to cover **you** on the revised basis for the remaining **period of insurance**, but **we** may not continue insuring **you** once the **policy** reaches its renewal date.

However there may be certain circumstances where **we** will cancel the **policy** from the start date. These circumstances will include where the breach means **we** or **our** parent company will suffer reputational harm in either the insurance market, the media or amongst **our** customers or trading partners.

If **we** do cancel **your policy** from the start date because of the above all premiums paid will be returned.

- b) **would have applied different terms:**

**we** will apply those different terms from the date **we** discover the breach.



c) **would have charged a higher premium:**

**we** will charge an additional premium calculated from the start of the **period of insurance**.

d) **would have charged a higher premium and applied different terms:**

i) **we** will charge an additional premium (calculated from the start of the **period of insurance**);  
and

ii) apply additional terms from the date **we** discover the breach.



## General Conditions

The following General Conditions are applicable to all Sections of the **policy** unless stated otherwise.

### 1. Adjustment of premium

Where the premium is provisionally based on **your** estimates **you** must keep accurate records and within ninety (90) days of the expiry of the **period of insurance** declare actual values as **we** require. The premium will then be adjusted and any difference paid or allowed to **you**, except that if the premium stated in the **schedule** is expressed as “minimum and deposit” and the premium adjustment calculation results in an amount which is less than the “minimum and deposit” stated in the **schedule**, a rebate of premium will not be paid to **you**. Where the estimates include remuneration to **employees**, the required declaration must also include remuneration to all persons defined as **employees** by this **policy**. Failure to declare these particulars to **us** will entitle **us** to estimate those actual values if **we** so wish and to assess further premium payment due calculated on **your** original estimated values.

The following is a condition of the insurance that **you** need to meet as **your** part of this contract. If **you** do not meet this condition and that either causes a claim or contributes to a claim, **we** may reject that claim or payment in respect of that claim could be reduced. In some circumstances **your policy** may not be valid.

### 2. Change of risk

**You** must give notice to **us** of any alteration or circumstance which materially affects the risks insured under this **policy** and until **we** are advised of that alteration or circumstance and have expressly agreed in writing to accept liability for that altered risk and **you** have paid or agreed to pay the additional premium (if any) **we** will not be liable in respect of any claim or claims due wholly or partially to that alteration or circumstance.