

Policy Wording

China Re Miscellaneous Professional Liability Insurance

Form: CR Misc PREMIER Agg Inc 04/19

FREELANCER

Policy

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Policy

1 Introduction

This policy consists of this document, the **Schedule** and **Endorsements**, if any, all of which are a single document and are to be read as one contract. In this policy, certain words or phrases are specially defined.

In deciding to accept this policy and in setting the terms and premium **We** have relied on the information which **You** have provided to **Us**.

We will, in consideration of the payment of the premium, insure **You**, subject to the terms and conditions of this policy, against the events set out in What Is Covered and occurring in connection with **Your Business** during the **Period of Insurance** or any subsequent period for which **We** agree to accept payment of premium.

Please read this policy carefully and make sure that it meets **Your** needs. If any corrections are necessary **You** should contact **Your** broker through whom this policy was arranged.

Please keep this policy in a safe place – **You** may need to refer to it if **You** have to make a claim.

1.1 Accessibility

Upon request **We** can provide Braille, audio or large print versions of the policy and the associated documentation including the Key Facts document. If **You** require an alternative format **You** should contact **Your** broker through whom this policy was arranged.

1.2 Third Party Rights

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 policy but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

1.3 Law and Jurisdiction

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary this policy shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this policy and all communications relating to it will be in English.

1.4 Interpretation

In this policy:

- (a) reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this policy;
- (b) if any term, condition, exclusion or **Endorsement** or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect;
- (c) the headings in this policy are for general reference only and shall not be considered when determining the meaning of this policy.

1.5 Cancellation and Cooling Off Period

(a) Your Right to Cancel during the Cooling-Off Period

You are entitled to cancel this policy by notifying **Us** within fourteen (14) days of either:

- (i) the date **You** receive this policy; or
- (ii) the start of **Your Period of Insurance**;

whichever is the later.

A full refund of any premium paid will be made unless **You** have made a claim in which case the full annual premium is due.

(b) Your Right to Cancel after the Cooling-Off Period

You are entitled to cancel this policy after the cooling-off period by notifying **Us**. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a claim in which case the full annual premium is due.

(c) Our Right to Cancel

We are entitled to cancel this policy, if there is a valid reason to do so, including for example:

- (i) any failure by **You** to pay the premium; or
- (ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim;

by giving **You** fourteen (14) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a claim in which case the full annual premium is due.

1.6 Information You Have Given Us

In deciding to accept this policy and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any **Loss** and return the premium **You** have paid, if **We** would not have provided **You** with cover;

- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay on any claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

We will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** thirty (30) days' notice that **We** are terminating this policy; or
- (2) give **You** notice that **We** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this policy.

If this policy is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**.

1.7 Changes We Need to Know About

You must tell **Us** as soon as practicably possible of any change in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.

When **We** are notified of a change **We** will tell **You** if this affects **Your** policy. For example **We** may cancel **Your** policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

1.8 Fraud

If **You**, or anyone acting for **You**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (a) will not be liable to pay the claim; and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- (c) may by notice to **You** treat this policy as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- (i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) **We** need not return any of the premium paid.

1.9 Sanctions

We shall not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

1.10 Complaints Procedure

We are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** have any questions or concerns about the policy or the handling of a claim please contact **Your** broker through whom this policy was arranged.

If **You** wish to make a complaint **You** can do so at any time by referring the matter to:

Compliance Manager
Chaucer Syndicates Limited
Plantation Place
30 Fenchurch Street
London
EC3M 3AD

E-mail: ComplianceEnquiries@chaucerplc.com
Telephone Number: +44 (0) 20 7397 9700

If **You** remain dissatisfied after **We** have considered **Your** complaint, it may be possible in certain circumstances to refer the complaint to Lloyd's. Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from Chaucer Syndicates Limited at the above address or from Lloyd's at:

Lloyd's Complaints
One Lime Street
London
EC3M 7HA

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, or **You** have not received a decision by the time Chaucer Syndicates Limited and Lloyd's have taken eight (8) weeks overall to consider **Your** complaint, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR

E-mail: complaint.info@financial-ombudsman.org.uk

From within the United Kingdom

Telephone Number: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)
Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Telephone Number: +44(0)20 7964 1000
Fax Number: +44(0)20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for Chaucer Syndicates Limited is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

1.11 Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this policy. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: www.fscs.org.uk.

1.12 Regulatory Information

Chaucer Syndicates Limited is the managing agent of Syndicate 2088

Chaucer Syndicates Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 204915).

Registered Office 30 Fenchurch Street, London, EC3M 3AD.
Registered in England - Company Number 00184915.

You can check this out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

1.13 Fair Processing Notice

This Privacy Notice describes how Certain Underwriters at Lloyd's in respect of Syndicate 2088 (for the purpose of this notice "we", "us" or the "Insurer") collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice "you") when we are providing our insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: ComplianceEnquiries@chaucerplc.com

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how we process your personal information, please see our full privacy notice at: <http://chaucerplc.com/privacy> & cookie policy

Policy

2 Schedule

- 2.1 Please refer to your Insurance Schedule which is issued to you separately

Policy

3 What Is Covered

3.1 Insuring Clause

We shall cover **You**, up to the **Indemnity Limit**, for the amount of any claim including claimant's costs and expenses first made against **You** and notified to **Us** during the **Period of Insurance** in respect of any civil liability which arises out of the exercise and conduct of **Your Business**.

3.2 Defence Costs

We shall also cover **You** for **Defence Costs** where such costs have been incurred with **Our** prior written consent. Such **Defence Costs** shall not be in addition to the **Indemnity Limit** and shall be the subject of any **Excess**.

3.3 Loss or Damage to Documents

In the event of physical loss of or damage to **Documents** suffered and notified to **Us** during the **Period of Insurance**, **You** are covered for any claim or costs and expenses incurred in replacing, restoring or reconstituting any **Documents** which are **Your** property or are in **Your** care, custody or control.

The maximum amount payable by **Us** under this clause shall be GBP 100,000 in the aggregate. An **Excess** of GBP 1,000 each and every claim shall apply unless a lower **Excess** is specified in the **Schedule** in which case that **Excess** shall apply.

3.4 Joint Venture/Consortium

You are covered for any claim first made against **You** and notified to **Us** during the **Period of Insurance** which **You** may become legally liable to pay, whether jointly or severally, which arises out of the exercise and conduct of **Your Business** whilst a member of a joint venture or consortium where such joint venture or consortium together with the turnover/fees of the joint venture or consortium (not just **Your** proportion) has been declared to and agreed by **Us**, whether or not the joint venture or consortium is conducted through a separate legal entity.

3.5 Self-Employed Persons

You are covered for any claim for civil liability first made against **You** and notified to **Us** during the **Period of Insurance** which **You** may become legally liable to pay arising out of the use of self-employed or contract hire persons in the exercise and conduct of **Your Business**. The use of individual persons need not be disclosed to **Us**, but details of payments to such persons must be declared to **Us** at renewal of this policy. For the purpose of this policy such persons are treated as being **Your** employees.

3.6 Cover for Employees, Former Employees and/or Consultants

Your employees or former employees are covered for any claim for civil liability first made against them and notified to **Us** during the **Period of Insurance** which arises out of the exercise and conduct of **Your Business**.

Your former partners, former directors or former employees who have continued as consultants to **You** and any persons who were formerly **Your** consultants are covered in respect of any claim for civil liability first made against them and notified to **Us** during the **Period of Insurance** which arises out of the exercise and conduct of **Your Business**.

Policy

4 What Is Not Covered

This policy does not apply to or include cover for or arising out of or relating to:

4.1 Liability Involving Transport of Property Owned by You

the ownership, possession or use by **You** or on **Your** behalf of any aircraft, watercraft, hovercraft, motor vehicle or trailer or any buildings, structures, premises or land or that part of any building leased, occupied or rented by **You** or any of **Your** property.

4.2 Liability Arising Out of Employment

any injury, disease, illness (including mental stress) or death of any employee under a contract of service with **You** or any claim arising out of any dispute between **You** and any present or former employee or any person who has been offered employment with **You**.

4.3 Supply of Goods

the manufacture, construction, alteration, repair, servicing or treating of any goods or products sold, distributed or supplied including the sale and/or supply of hardware and/or software by **You**.

4.4 Fraud, Dishonesty or Criminal Act

any act, error or omission of any of **Your** partners or directors which is dishonest, fraudulent, criminal or malicious, and/or any claim where any person has committed a dishonest, fraudulent, criminal or malicious act after discovery by **You** of cause for suspicion that such act has been committed.

Further, no reimbursement will be provided to any person committing or condoning such dishonest, fraudulent, criminal or malicious act or omission and any monies which but for such fraudulent, criminal or malicious act or omission would be due from **You** to the person committing such act, or any monies held by **You** and belonging to such person, shall be deducted from any amount payable under this policy.

4.5 Controlling Interest

any claim made against **You** by either:

- (a) any entity in which **You** exercise a controlling interest; or
- (b) any entity exercising a controlling interest over **You** by virtue of having a financial or executive interest in **Your** operations;

unless such claim is made against **You** for a reimbursement or contribution in respect of a claim made by an independent party against the said entities detailed in (a) and (b) and arises out of the exercise and conduct of **Your Business**.

4.6 Contractual Liability

any claim arising out of **Your** contractual liability unless such liability would still have attached in the absence of such contract or agreement.

4.7 Nuclear Risks

any of the following:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4.8 War and Terrorism

any of the following:

- (a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion;
- (b) usurped power;
- (c) confiscation or nationalisation or requisition or destruction or damage or loss of property by or under the order of any government or public or local authority;
- (d) any act or acts of terrorism, force or violence for political, religious or other ends directed towards the overthrowing or influencing of the government, or for the purpose of putting the public in fear, by any person or persons acting alone or together or on behalf of or in connection with any organisation;
- (e) any action taken in controlling, preventing, suppressing or in any way relating to (a), (b) and (d) above.

4.9 Area of Activities

any work or activities undertaken by **You** outside the **Geographical Limits**.

4.10 Jurisdiction

any claim brought (or the enforcement of any judgment or award entered against **You**) in the courts of the United States of America and/or Canada or their Dominions or Protectorates.

4.11 Fines, Penalties, Punitive, Multiple or Exemplary Damages

finer, penalties, punitive, multiple or exemplary damages, other than in respect of defamation, libel or slander where such have been identified separately within any judgment or award.

4.12 Loss of Documents – Magnetic or Electrical Media

the physical loss of or damage to **Documents** which are stored on magnetic or electrical media unless such **Documents** are duplicated on magnetic or electrical media with the intention that in the event of loss or damage the duplicate can be used as the basis for restoring the **Documents** to their original status and provided always that such duplicates are securely stored in a separate location to the original **Documents**.

4.13 Pollution

any claim arising from **Pollution**, unless it was caused by a negligent act, negligent error or negligent omission by **You** and/or by others acting on **Your** behalf, provided that such **Pollution** was not caused by **Your** intentional act.

4.14 Directors' and Officers' Liability

any claim arising from being **You** director, officer or trustee (as opposed to those duties and functions carried out in furtherance of **Your Business**) or from the acceptance of any directorship or trusteeship in any other company not forming part of **You**.

4.15 Other Insurance

any claim where **You** are entitled to reimbursement under any other insurance except in respect of any amount for which **You** would otherwise be entitled to reimbursement under this policy beyond the amount for which **You** are entitled to reimbursement under such other insurance.

4.16 Previous Claims and Circumstances

any claim or circumstance that may give rise to a claim:

- (a) which has been notified and accepted by insurers in respect of any other insurance that was in force prior to the inception of this policy, or;
- (b) with **You** having taken all practical care should have disclosed and notified to insurers any claim or circumstance that may give rise to a claim of which **You** were or should have been aware prior to the inception of this policy.

4.17 Trading Losses

any trading losses or trading liabilities incurred by any business managed or carried on by **You** including loss of any client account or business.

4.18 Failure to Arrange Insurance and/or Finance

any loss which follows from **Your** failure to arrange and/or maintain insurance and/or finance.

4.19 Asbestos

any claim involving asbestos.

4.20 Retroactive Date

any claim notified to **Us** which arises out of the exercise and conduct of **Your Business** prior to the retroactive date stated in the **Schedule**.

4.21 Financial Services

any claim arising out of regulated activities as defined in the Financial Services and Markets Act 2000 as amended from time to time.

4.22 Pension Trustee Liability

You acting in the capacity of trustee, fiduciary or administrator of any employer-sponsored pension or superannuation scheme or superannuation programme.

4.23 Bodily Injury and/or Property Damage

any claim arising out of injury, disease, illness (including mental stress) or death of any person(s) or loss of or damage to property (except as provided under Clause 3.3) unless such claim arises directly out of any negligent act, negligent error or negligent omission by **You** arising from the exercise and conduct of **Your Business**.

Policy

5 Claim Conditions

5.1 Important Conditions

This Section of the policy explains **Your** responsibilities when making a claim under the policy. If the conditions listed below are not followed, then a claim may not be paid, may be reduced or may be treated as invalid.

5.2 Discovery of a Claim or Circumstance

- (a) If during the **Period of Insurance** **You** receive notice of any claim that is subject to reimbursement under this policy other than any claim provided for in Claims Condition 5.2(b), **You** shall give notice (in accordance with Claims Condition 5.3) to **Us** as soon as practicably possible and, in any event, before expiry of the **Period of Insurance**.

If during the **Period of Insurance** **You** receive a Letter of Claim, as detailed in any applicable Civil Procedure or Criminal Procedure Pre-Action Protocols, **You** shall give notice (in accordance with Claims Condition 5.3) to **Us** as soon as practicably possible after receipt of such Letter of Claim and before expiry of the **Period of Insurance**.

- (b) If during the **Period of Insurance** **You** become aware of any **Circumstance**, **You** shall give notice (in accordance with Claims Condition 5.3) to **Us** of such **Circumstance** as soon as practicably possible and, in any event, before expiry of the **Period of Insurance**.
- (c) **We** agree that any **Circumstance** notified to **Us** during the **Period of Insurance** which subsequently gives rise to a claim after expiry of this policy shall be treated as being a claim first made during the **Period of Insurance**.

5.3 Notice

If **You** want to make a claim under this policy, **You** should provide notice to **Us** using the details stated in the **Schedule** under Notification of a Claim or Circumstance.

5.4 Admission of Liability

In the event of any claim or **Circumstance**, **You** shall not admit liability or make any admission, offer, promise, or payment without **Our** prior written consent.

5.5 Conduct of Claims

Following notification of any claim or **Circumstance**, **We** shall be entitled to take over and conduct in **Your** name the investigation, defence or settlement of any such matter. **You** shall

- (a) assist **Us** and **Our** duly appointed representatives to put forward the best possible defence of a claim within the time constraints available;
- (b) shall have adequate internal systems in place, which will allow ready access to material information;
- (c) shall at all times and at **Your** own cost give to **Us** or **Our** duly appointed representatives all such information, assistance, signed statements or depositions as may properly be required to facilitate compliance with all applicable Civil Procedure Rules, Practice Directions and Pre-Action Protocols and recoveries;

(d) shall pay the **Excess** on **Our** demand or that of **Our** duly appointed representatives to comply with any settlement agreed by **Us**.

and provide all such assistance as **We** may require.

Policy

6 General Conditions

6.1 Subrogation

If any payment is made by **Us**, **You** grant to **Us** all rights of recovery against any parties from whom a recovery may be made and **You** shall take all practical steps to preserve such rights. However, **We** agree to waive any rights of recovery against any of **Your** present or former employees unless liability has resulted, in whole or part, from any act or omission on the part of such persons which is dishonest, fraudulent, criminal or malicious.

6.2 Claims Settlement

We may at any time pay to **You** in connection with any claim or claims the **Indemnity Limit** (less any sums already paid including **Defence Costs**) or any lesser sum for which such claim or claims can be settled and upon such payment **We** shall not be under any further liability in respect of such claim or claims.

6.3 Combined Claims

Where the same original cause gives rise to an entitlement on **Your** part to reimbursement under Clauses 3.1 to 3.6 under this policy, the maximum amount payable by **Us** under Clauses 3.1 to 3.6 shall not exceed the **Indemnity Limit**.

Policy

7 Definitions

- 7.1 "**Business**" means advice given and service(s) performed by **You** or on **Your** behalf as detailed in the **Schedule**.

Where **You** are liable for a sub-consultant the definition of **Business** is extended to include any professional activities of the sub-consultant for which **You** are liable.

- 7.2 "**Circumstance**" means information or facts or matters of which **You** are aware which is likely to give rise to a claim against **You** which **You** could become legally liable to pay and which arises out of the exercise and conduct of **Your Business**.

- 7.3 "**Defence Costs**" means all costs and expenses incurred in the investigation, defence or settlement of any claim or **Circumstance** notified under the terms of this policy and/or the cost of representation at any inquiry or other proceedings which have a relevance to the investigation, defence or settlement of any matter notified under the terms of this policy.

- 7.4 "**Documents**" means project models or displays, deeds, wills, agreements, maps, plans, records, photographs or negatives, written or printed books, letters, certificates or written or printed documents of any nature and shall include computer software and systems records (electronic data shall be treated as being physical property for the purposes of this policy).

This definition excludes bearer bonds, coupons, bank or currency notes and other negotiable paper.

- 7.5 "**Endorsement**" means a change in the terms and conditions of this policy that can extend or restrict cover.

- 7.6 "**Excess**" means the sum shown in the **Schedule** unless otherwise stated in this policy and shall be the first amount of each claim that is payable by **You** which shall not be reimbursed by **Us**.

Where, however, more than one claim is made during the **Period of Insurance** which arises from the same original cause then only a single **Excess** shall apply in respect of such claims.

- 7.7 "**Geographical Limits**" means anywhere in the world excluding the United States of America and/or Canada or their Dominions or Protectorates or as varied in the **Schedule**.

- 7.8 "**Indemnity Limit**" means the sum shown in the **Schedule** which is available to reimburse **You** in respect of each claim, provided that all claims payable under this policy including any **Defence Costs** shall not exceed in the aggregate the sum shown in the **Schedule**.

- 7.9 "**Period of Insurance**" means the period shown in the **Schedule** plus any extensions to the period which may be granted by **Us**.

- 7.10 "**Pollution**" means any one or a combination of a release, emission, discharge, dispersal, disposal or escape of any substances, which are capable of causing harm to the health of any living organism or interference with ecological systems of which they form part and, in the case of a person, shall include offence caused to any of their senses to any person or any living organism, into or onto any water, land or air.

- 7.11 **"Schedule"** means the document entitled Schedule that relates to and forms part of this policy.
- 7.12 **"We / Us / Our"** means Certain Underwriters at Lloyd's in respect of Syndicate 2088.
- 7.13 **"You / Your / Insured"** means the corporate body or bodies named as the **Insured** in the **Schedule** including:
- (a) any predecessors in business;
 - (b) any business for which **You** are legally liable in consequence of **Your** acquisition of such business (whether partial or otherwise) prior to inception of this policy provided **We** have been notified of the existence of such other business and have not refused to insure it;
 - (c) any office or division of **Yours** as specified above unless expressly stated otherwise.

Policy Wording

China Re Combined Liability Insurance

Form: CR CGL 04/19

FREELANCER

Policy

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The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary this policy shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

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In this policy:

- (a) reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this policy;
- (b) if any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect;
- (c) the headings in this policy are for general reference only and shall not be considered when determining the meaning of this policy.

1.5 Cancellation

(a) Your Right to Cancel after the Cooling-Off Period

You are entitled to cancel this policy at any time by notifying **Us**. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a **Claim** in which case the full annual premium is due.

(b) Our Right to Cancel

We are entitled to cancel this policy, if there is a valid reason to do so, including for example:

- (i) any failure by **You** to pay the premium; or
- (ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a **Claim**;

by giving **You** fourteen (14) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a **Claim** in which case the full annual premium is due.

1.6 Information You Have Given Us

In deciding to accept this policy and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (c) treat this policy as if it never existed;
- (d) decline all **Claims**; and
- (e) retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any **Loss** and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay on any **Claim** in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

We will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding **Claim** and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** thirty (30) days' notice that **We** are terminating this policy; or

- (2) give **You** notice that **We** will treat this policy and any future **Claim** in accordance with (ii) and/or (iii), in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this policy.

If this policy is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**.

1.7 **Changes We Need to Know About**

You must tell **Us** as soon as practicably possible of any change in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**, including for example any cessation from the rendering of **Professional Services**.

When **We** are notified of a change **We** will tell **You** if this affects **Your** policy. For example **We** may cancel **Your** policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any **Claim You** make or could result in **Your** insurance being invalid.

1.8 **Fraud**

If **You**, or anyone acting for **You**, makes a fraudulent **Claim**, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (f) will not be liable to pay the **Claim**; and
- (g) may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and
- (h) may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- (i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and.
- (ii) **We** need not return any of the premium paid.

1.9 **Sanctions**

We shall not provide any benefit under this policy to the extent of providing cover, payment of any **Claim** or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

1.10 **Complaints Procedure**

We are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** have any questions or concerns about the policy or the handling of a **Claim** please contact **Your** broker through whom this policy was arranged.

If **You** wish to make a complaint **You** can do so at any time by referring the matter to:

Compliance Manager
Chaucer Syndicates Limited
Plantation Place
30 Fenchurch Street
London
EC3M 3AD

E-mail: ComplianceEnquiries@chaucerplc.com
Telephone Number: +44 (0) 20 7397 9700

If **You** remain dissatisfied after **We** have considered **Your** complaint, it may be possible in certain circumstances to refer the complaint to Lloyd's. Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from Chaucer Syndicates Limited at the above address or from Lloyd's at:

Lloyd's Complaints
One Lime Street
London
EC3M 7HA

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, or **You** have not received a decision by the time Chaucer Syndicates Limited and Lloyd's have taken eight (8) weeks overall to consider **Your** complaint, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR

E-mail: complaint.info@financial-ombudsman.org.uk

From within the United Kingdom

Telephone Number:	0800 0234 567	(free for people phoning from a "fixed line", for example, a landline at home)
Telephone Number:	0300 1239 123	(free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Telephone Number: +44(0)20 7964 1000
Fax Number: +44(0)20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for Chaucer Syndicates Limited is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

1.11 Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this policy. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: www.fscs.org.uk.

1.12 Regulatory Information

Chaucer Syndicates Limited is the managing agent of Syndicate 2088

Chaucer Syndicates Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 204915).

Registered Office 30 Fenchurch Street, London, EC3M 3AD
Registered in England - Company Number 00184915.

You can check this out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

1.13 Fair Processing Notice

This Privacy Notice describes how Certain Underwriters at Lloyd's in respect of Syndicate 2088 (for the purpose of this notice "we", "us" or the "Insurer") collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice "you") when we are providing our insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: ComplianceEnquiries@chaucerplc.com

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how we process your personal information, please see our full privacy notice at: <http://chaucerplc.com/privacy> & cookie policy.

Policy

2 Schedule

- 2.1 Please refer to your Insurance Schedule which is issued to you separately

Policy

3 Employers' Liability Section

3.1 What is Covered

In the event of **Bodily Injury** sustained by any **Employee**, which arises out of and in the course of their employment by **You** within the **Business**, and occurring during the **Period of Insurance**:

- (a) within the **United Kingdom**; or
- (b) elsewhere in the world in respect of temporary non-manual visits by any **Employee** normally resident in the **United Kingdom**

We will reimburse **You** in respect of **Compensation** arising out of such event.

3.2 What Is Not Covered

This policy does not apply to or include cover for or arising out of or relating to:

3.2.1 Road Traffic Act

Bodily Injury to an **Employee** in circumstances where compulsory insurance, or security, is required by **Road Traffic Act** legislation.

3.2.2 Offshore

Bodily Injury to an **Employee** from the time of embarkation by that **Employee**, onto a conveyance at the point of final departure to an offshore rig or offshore platform, until disembarkation by that **Employee** from a conveyance onto land, upon return from an offshore rig or offshore platform.

3.2.3 Workman's Compensation, Social Security or Health Insurance Legislation

any amount payable under workman's compensation, social security, or health insurance legislation.

3.3 Conditions

3.3.1 Limit of Liability

Our liability for **Compensation** shall not exceed the Limit of Indemnity, provided that:

- (a) the **Limit of Liability** shall not exceed GBP 5,000,000 (not as otherwise shown in the **Schedule**) in the event of an **Act of Terrorism**.
- (b) the **Limit of Liability** shall not exceed GBP 5,000,000 (not as otherwise shown in the **Schedule**) in respect of any event arising or resulting from, or in any way involving asbestos, or any materials containing asbestos, in whatever form or quantity.

- (c) unless otherwise stated in this policy or any following **Endorsement**, any costs and expenses in respect of which a reimbursement is provided by Clause 6.1 – Defence Costs and Expenses, will be inclusive and not in addition to the **Limit of Liability**.

3.3.2 Employers' Liability Compulsory Insurance

The cover granted by this Section is in accordance with the provisions of any law, enacted in the **United Kingdom**, relating to compulsory insurance of liability to **Employees**. If however, **We** pay any sum which would not have been paid but for the provisions of such law, **You** shall repay such sum to **Us**.

3.3.3 Unsatisfied Court Judgements

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 (6) months after the date of such judgment **We** will reimburse the **Employee** or their personal representative, up to the **Limit of Liability**, 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** shall only be in respect of **Bodily Injury** which would otherwise be within the scope of cover of this Section;
 - (iii) any payment made by **Us** shall only be in respect of liability for which **You** would have been entitled to reimbursement under this Section, if the judgment had been made against **You**; and
 - (iv) **We** shall be entitled to take over and prosecute, for the **Our** own benefit, any claim against any other party and **You**, the **Employee**, or their personal representatives shall give all information and assistance required.

Policy

4 Public Liability Section

4.1 What Is Covered

4.1.1 Insuring Clause

In the event of accidental:

- (a) **Bodily Injury** to any person;
- (b) **Damage to Property**;
- (c) obstruction, trespass, nuisance, or interference with any right of way, air, light or water, or other easement; or
- (d) wrongful arrest, wrongful detention, false imprisonment or malicious prosecution;

occurring during the **Period of Insurance**:

- (i) within the **United Kingdom**;
- (ii) elsewhere in the world (other than the United States of America or Canada) arising out of business visits by directors or non-manual **Employees** normally resident in the **United Kingdom**
- (iii) and arising from and in the course of the **Business**,

We will reimburse **You** in respect of **Compensation** arising out of such event

4.1.2 Motor Vehicles

Exclusion 4.2.2(c) shall not apply to liability caused by or arising from:

- (a) the use of plant as a tool of trade at **Your** premises, or on any site at which **You** are working;
- (b) the loading or unloading of any vehicle, or the bringing to or taking away of a load from any vehicle
- (c) **Damage** to any building, bridge, weighbridge, road, or to anything beneath caused by vibration, or by the weight of any vehicle or its load.

Provided that **We** shall not provide reimbursement against liability:

- (i) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle; or
- (ii) for which reimbursement is provided by any other insurance

4.1.3 Motor Contingent Liability

Exclusion 4.2.2(c) shall not apply and **We** will, within the terms of this Section, reimburse **You**, and no other for the purpose of this Clause 4.1.3 only, in respect of liability for **Bodily Injury**, or **Damage to Property**, caused by or arising from any motor vehicle or trailer attached thereto (not belonging to or provided by **You**) whilst being used in the course of the **Business**.

Provided that **We** shall not provide reimbursement against liability in respect of **Damage**:

- (a) to any such vehicle, or trailer, or **Property** conveyed in or on such vehicle or trailer;
- (b) for which reimbursement is provided by any other insurance and/or;
- (c) caused or arising whilst such vehicle or trailer is:
 - (i) engaged in racing, pace-making, reliability trials, or speed testing, or
 - (ii) being driven by **You**, or
 - (iii) being driven with **Your** or **Your** representative's general consent, by any person who, to **Your** or **Your** representative's knowledge, does not hold a licence to drive such vehicle, unless such person has held and is not disqualified from holding or obtaining such a licence, or
 - (iv) being used elsewhere than in the **United Kingdom**.

4.1.4 **Movement of Obstructing Vehicles**

Exclusion 4.2.2(c) shall not apply to liability caused by or arising from any vehicle (not owned or hired by or lent to **You**) being driven by **You**, or by any **Employee** with **Your** permission, whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians.

Provided that:

- (a) movements are limited to vehicles parked on or obstructing **Your** premises, or any site at which **You** are working;
- (b) the vehicle causing obstruction will not be driven by any person, unless such person is competent to drive the vehicle;
- (c) the vehicle causing obstruction is driven by use of the owner's ignition key;
- (d) **We** shall not provide reimbursement against liability:
 - (i) in respect of **Damage** to such vehicle;
 - (ii) in respect of which compulsory insurance or security is required under any legislation governing the use of a vehicle.

4.1.5 **Defective Premises Act**

The cover provided by this Section shall extend to reimburse **You** in respect of liability arising from Section 3 of the Defective Premises Act 1972, or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in connection with any premises previously owned or occupied by **You** for purposes pertaining to the **Business** and which have since been disposed of by **You**.

Provided that **We** shall not provide reimbursement against liability:

- (a) for which cover is provided by any other insurance;
- (b) for the costs of remedying any defect or alleged defect in such premises.

4.1.6 Leased or Rented Premises

Exclusion 4.2.4(b) shall not apply and **We** will reimburse **You** in respect of liability for **Damage** to premises (including their fixtures and fittings) leased or rented to **You**.

Provided that **We** shall not provide reimbursement against:

- (a) **Contractual Liability**;
- (b) the first GBP 500 of each and every occurrence of **Damage** to **Property** caused other than by fire or explosion.

4.1.7 Buildings Temporarily Occupied

Exclusion 4.2.4(b) shall not apply to liability for **Damage** to buildings (including contents therein), which are not owned leased or rented by **You**, but are temporarily occupied by **You** for the purpose of maintenance, alteration, extension, installation or repair

4.1.8 Overseas Personal Liability

We will, within the terms of this Section, reimburse:

- (a) **You**;
- (b) at **Your** request:
 - (i) **Your** director, partner, or **Employee**, or
 - (ii) any spouse or child of the persons stated in Clause (a) and (b) above, who are accompanying such persons in respect of liability incurred by such persons in a personal capacity,

in connection with an event occurring in a country outside of the **United Kingdom**, whilst on a temporary visit to such country in connection with the **Business**.

Provided that:

- (i) any person entitled to reimbursement under this Clause 4.1.8 shall, as though they were **You**, be subject to the terms and conditions of this policy insofar as they can apply;
- (ii) nothing in this Clause 4.1.8 shall increase **Our** liability to pay any amount exceeding the **Limit of Liability**, regardless of the number of person(s) claiming to be covered;
- (iii) **We** shall not provide reimbursement against:
 - (1) any **Contractual Liability**, or
 - (2) liability for which cover is provided by any other insurance, or
 - (3) liability in respect of **Damage to Property** belonging to, or in the custody or under the control of any person entitled to reimbursement under this Clause 4.1.8, or
 - (4) liability in respect of **Bodily Injury** to any person entitled to reimbursement under this Clause 4.1.8 or
 - (5) the ownership or occupation of land or buildings, or

- (6) the carrying on of any business, profession, trade or employment, or
- (7) the ownership, possession, or use of animals, other than horses or domestic dogs or cats.

4.1.9 Data Protection Act

The cover provided by this Clause 4.1.9 shall extend to apply in respect of **Compensation** for damages arising out of any claim under Section 168 of the Data Protection Act 2018 or its equivalent or successor legislation in the United Kingdom, not otherwise insured under this policy.

Cover in respect of such claims shall be available only under the terms and conditions of this extension and nowhere else in this policy.

Provided that:

- (a) **Our** liability under this Clause 4.1.9 for **Compensation**, costs and expenses, shall not exceed the amount stated as the **Limit of Liability** in the **Schedule**;
- (b) **You** have paid the correct amount of data protection fee where required by the Data Protection (Charges and Information) Regulations 2018 or its equivalent;
- (c) **We** shall not provide reimbursement against:
 - (i) liability caused by or arising from a deliberate act or omission of any person entitled to reimbursement under this Clause 4.1.9, if the result of such act or omission could have been expected the person covered having regard to the nature and circumstances of such act or omission;
 - (ii) the costs of replacing, reinstating, rectifying, or erasing any Personal Data as defined by the Data Protection Act 2018;
 - (iii) against liability caused by or arising from any incident or circumstances, known to **You** at inception of this policy, which may give rise to a claim;
 - (iv) against liability caused by or arising from the recording, processing, or provision of data for reward, or for the determining of the financial status of a person;
 - (v) for fines or penalties caused by or arising from the breach of privacy rules and legislation, including the Data Protection Act 2018, whether **Your** liability arises directly or indirectly
 - (vi) against liability in respect of **Bodily Injury** or **Damage to Property**.

4.2 What Is Not Covered

This policy does not apply to or include cover for or arising out of or relating to:

4.2.1 Injury to Employees

Bodily Injury to any **Employee**, arising out of and in the course of employment by **You** in the **Business**.

4.2.2 Liability involving Transport Owned by You

the ownership, possession or operation by **You**, or on **Your** behalf, of any:

- (a) airlines, aircraft, aerodromes, airports, or aviation risks, spacecraft, launch sites or other space risks; or
- (b) hovercraft or watercraft, other than hand propelled watercraft or other watercraft not exceeding 8 (eight) metres in length; or
- (c) mechanically propelled vehicles:
 - (i) for which compulsory insurance, or security, is required under any legislation governing the use of the vehicle, or
 - (ii) where cover is provided by any other insurance

4.2.3 **Products**

any **Product Supplied**, after it has ceased to be in **Your** or **Your Employees'** custody or control, other than food or drink for consumption on **Your** premises

4.2.4 **Damage to Property**

Damage to Property:

- (a) belonging to **You**, or
- (b) in **Your** or **Your Employees'** custody or control, other than personal effects (including vehicles and their contents) of any of **Your** visitors, directors, partners or **Employees**, or
- (c) being that part of any **Property** on which **You**, or **Your Employee** or agent, is or has been working, where the **Damage** arises out of such work

4.3 **Conditions**

4.3.1 **Limit of Liability**

Our liability for **Compensation** shall not exceed the **Limit of Liability** as shown in the **Schedule**.

Unless otherwise stated in this policy or any following **Endorsement**, any costs and expenses in respect of which reimbursement is provided by Clause 6.1 – Defence Costs and Expenses, will be inclusive and not in addition to the **Limit of Liability**.

4.3.2 **Excess**

We shall not provide reimbursement against liability for the **Excess** stated in the **Schedule**, other than in respect of **Damage** to premises (including their fixtures and fittings) leased or rented to **You**.

Policy

5 Products Liability Section

5.1 What Is Covered

5.1.1 Insuring Clause

In the event of accidental:

- (a) **Bodily Injury** to any person; and/or
- (b) **Damage to Property**;

occurring during the **Period of Insurance** anywhere in the world and caused by any **Product Supplied**, **We** will reimburse **You** in respect of **Compensation** arising out of such event.

5.1.2 Consumer Protection Act

We will reimburse **You** and, at **Your** request, any of **Your** directors, partners or **Employees**, in respect of legal costs and expenses, incurred with **Our** written consent, in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987, including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection with such proceedings.

Provided that:

- (a) the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**;
- (b) **We** shall not provide reimbursement in respect of:
 - (i) fines or penalties of any kind; or
 - (ii) any circumstances for which cover is provided by any other insurance; or
 - (iii) proceedings arising from a deliberate act or omission of any person entitled to cover under this Clause 5.1.2, if the result of such act or omission could have been expected, having regard to the nature and circumstances of such act or omission; or
 - (iv) proceedings arising out of any activity or risk excluded from this policy.
- (c) the director, partner or **Employee** shall, as though they were **You**, be subject to the terms conditions exclusions and limitations of this policy.

5.2 What Is Not Covered

This policy does not apply to or include cover for or arising out of or relating to:

5.2.1 Damage to Products Supplied

Damage to, or the costs or expenses of recalling, repairing, replacing, altering, removing, rectifying, reinstating, or making any refund in respect of any **Product Supplied** caused by or arising from:

- (a) a defect in, or the harmful nature or the unsuitability of such **Product Supplied**, or
- (b) an error or fault in connection with the supply or presentation of such **Product Supplied**.

5.2.2 Your Custody or Control

any **Product Supplied** whilst in **Your** or **Your Employees'** custody or control.

5.2.3 Aviation Products

any **Product Supplied**, which to **Your** knowledge, is for:

- (a) use in or on any aircraft, or aero spatial device; or
- (b) aviation or aero spatial purposes; or
- (c) use in the safety or navigation of any sort.

5.2.4 Jurisdiction

any action brought against **You**, in any country not being a member of the European Union, where **You** have a branch, or a parent or subsidiary company, or is represented by a person or company holding **Your** power of attorney.

5.2.5 United States or America or Canada

any **Product Supplied** which, to **Your** knowledge, is for use in or supply to the United States of America or Canada.

5.3 Conditions

5.3.1 Limit of Liability

Our liability for **Compensation** shall not exceed the **Limit of Liability** as shown in the **Schedule**.

Unless otherwise stated in this policy or any following **Endorsement**, any costs and expenses in respect of which reimbursement is provided by Clause 6.1 – Defence Costs and Expenses, will be inclusive and not in addition to the **Limit of Liability**.

5.3.2 Excess

We shall not provide reimbursement against liability for the **Excess** stated in the **Schedule**.

Policy

6 Extensions of Cover

All the individual policy Sections are subject to the following extensions except where stated below.

6.1 Defence Costs and Expenses

We will provide reimbursement in respect of all:

- (a) costs incurred, with **Our** written consent, in respect of legal representation at any:
 - (i) coroner's inquest, or other inquiry in respect of any death;
 - (ii) proceedings in any court, in respect of any act or omission causing, or relating to, any occurrence;
- (b) other costs and expenses, incurred with **Our** written consent, in relation to any matter which may be the subject of reimbursement under any Section of this policy.

6.2 Legal Expenses Arising from Health and Safety Legislation

In the event of:

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

We will provide reimbursement, up to an amount not exceeding GBP 5,000,000, against legal fees and expenses incurred in representing **You** in such proceedings, including an appeal against the result of such proceedings, as long as the proceedings relate to an act, omission, incident, or alleged act, omission or incident, which has been committed during the **Period of Insurance**, within the **United Kingdom** and in the course of the **Business**.

6.3 Costs of Court Attendance

In the event of any of the persons mentioned below attending court as a witness at **Our** request, in connection with a claim in respect of which **You** are entitled to reimbursement under this policy, **We** will reimburse **You**, at the following rates per day, for each day on which attendance is required:

- (a) any of **Your** directors or partners – GBP 250;
- (b) any **Employee** – GBP 100.

6.4 Cover for Other Persons

We will also reimburse, as if a separate policy had been issued to each:

- (a) **Your** legal personal representatives, or of any other person entitled to reimbursement under this policy, but only in respect of liability incurred by **You** or by such other person;
- (b) under the Employers' Liability and Public Liability Sections any person, employer, firm, company, ministry or authority for whom **You** are carrying out a contract or agreement for the performance of work, but only to the extent required by the contract or agreement for work;

- (c) any owner of plant hired to **You**, but only to the extent required by the conditions of the contract or agreement of hire;
- (d) at **Your** request:
 - (i) any officer or member of **Your** catering, social, sports, educational, medical, dental and welfare organisations, and fire, security, first aid and ambulance services, in their respective capacity as such, but not any medical or dental practitioner in respect of medical or dental services provided;
 - (ii) any of **Your** directors, partners or **Employees**, while acting in reimbursement under this policy if the claim for which reimbursement is being sought had been made against **You**.

Provided that:

- (1) any persons specified above shall, as though they were **You**, be subject to the terms conditions exclusions and limitations of this policy;
- (2) nothing in this Clause 6.4 shall increase **Our** liability to pay any amount exceeding the **Limit of Liability** of the operative Section, regardless of the number of persons claiming to be covered.

6.5 **Cross Liabilities**

If **You** comprise of more than one party, **We** will, under the Public and Products Liability Sections, provide reimbursement to each such party in the same manner and to the same extent as if a separate policy had been issued to each of them.

Provided that nothing in this Clause 6.5 shall increase **Our** liability to pay any amount exceeding the **Limit of Liability** of the operative Section, regardless of the number of persons claiming to be covered.

Policy

7 What Is Not Covered

All the individual policy Sections are subject to the following exclusions except where stated below.

This policy does not apply to or include cover for or arising out of or relating to:

7.1 Radioactive Contamination

- (a) ionising radiations, or contamination by radioactivity, from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly, or nuclear component thereof.

7.2 War and Similar Risks

- (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power, or confiscation, nationalisation, requisition, or **Damage to Property** by, or under the order of any government or public authority;
- (b) **Act of Terrorism**;

or any action taken in controlling, preventing, suppressing or in any way relating to any of the above.

Exclusion 7.2(b) shall not apply to the Employers' Liability Section.

7.3 Contractual Liability

- (a) under the Public Liability Section against **Contractual Liability** unless the sole conduct and control of claims is vested in **Us**, but **We** shall not in any event provide reimbursement in respect of liquidated damages or liability under any penalty clause;
- (b) under the Products Liability Section against **Contractual Liability**, other than liability arising out of a condition or warranty of goods implied or imposed by statute.

This exclusion shall not apply to the Employers' Liability Section.

7.4 Pollution

- (a) **Pollution**;
- (b) for the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances

unless arising from **Pollution** which is caused by a sudden, identifiable, unintended and unexpected incident, which takes place in its entirety at a specific time and place during the **Period of Insurance** and provided that:

- (i) all **Pollution** which arises out of such incident shall be treated as having occurred at the time such incident takes place;

- (ii) **Our** liability, for all **Compensation** under the Public Liability and Products Liability Sections, payable in respect of all **Pollution** which is treated as having occurred during any one **Period of Insurance**, shall not exceed, in the aggregate, the **Limit of Liability** for the Public Liability Section (or the Products Liability Section if the Public Liability Section is not operative).

This exclusion shall not apply to the Employers' Liability Section

7.5 **Advice for a Fee**

advice, design or specification provided, or professional services rendered, by **You** or on **Your** behalf for a fee.

This exclusion shall not apply to the Employers' Liability Section.

7.6 **Asbestos**

asbestos, or any materials containing asbestos, in whatever form or quantity.

This exclusion shall not apply to the Employers' Liability Section

7.7 **Cyber Liability**

- (a) an alteration of, or **Damage** to, or
- (b) a reduction in functionality, availability or operation of

a computer system or programme, hardware, data, information, repository, microchip, integrated circuit, or similar device in computer equipment or non-computer equipment, as a result of **Your** e-activities being any use of or **Business** undertaken by **You**, or by any person, persons, partnership, firm or company acting for **You**, or on **Your** behalf, in connection with electronic networks, including the internet and private networks, intranets, extra-nets, electronic mail, worldwide web and similar medium.

This exclusion shall not apply to the Employers' Liability Section

7.8 **Jurisdiction**

any claim brought against **You** within the jurisdiction of the United States of America or Canada, or in any country or territory which operates under the laws of the United States of America or Canada, or in respect of any order made anywhere in the World to enforce a judgment, award or settlement in respect of any such claim.

Policy

8 Claim Conditions

All the individual policy Sections are subject to the following conditions except where stated below.

8.1 Important Conditions

This Section of the policy explains **Your** responsibilities when making a claim under the policy. If the conditions listed below are not followed, then a claim may not be paid, may be reduced or may be treated as invalid.

8.2 Practical Care

You shall take all practical care:

- (a) to prevent any event which may give rise to a claim under this policy;
- (b) to maintain the premises, plant and everything used in the **Business** in proper repair;
- (c) in the selection and supervision of **Employees**;
- (d) to comply with all statutory and other obligations, and regulations imposed by any authority;
- (e) to make good, or remedy, any defect or danger which becomes apparent and take such additional precautions that may be required.

8.3 Notice

You, or **Your** personal representatives, shall give notice to **Us**, as soon as practicably possible, after any event which may give rise to liability under this policy, with full particulars of such event. Every claim, notice, letter or writ or process, or other document served on **You**, shall be forwarded to **Us** as soon as practicably possible. Notice shall also be given to **Us** as soon as practicably possible, by **You**, of any impending prosecution, inquest or fatal inquiry in connection with any such event

If **You** want to make a claim under this policy, **You** should provide notice to **Us** using the details stated in the **Schedule** under Notification of a Claim or Circumstance.

8.4 Conduct of Claims

No admission, offer, promise, payment or reimbursement shall be made or given by **You** or on **Your** behalf, without **Our** written consent.

We shall be entitled, if **We** so desire, to take over and conduct, in **Your** name, the defence or the settlement of any claim and to prosecute, in **Your** name, for **Our** own benefit any claim for reimbursement, or damages, or otherwise against all other parties or persons.

We shall have full discretion in the conduct of any proceedings and in the settlement of any claim against **You**, and **You** shall give all such information and assistance as **We** may require.

Policy

9 General Conditions

All the individual policy Sections are subject to the following conditions except where stated below.

9.1 Premium Adjustment

Where the premium is provisionally based on **You** estimates, **You** shall keep accurate records and, within ninety (90) days of the expiry of the **Period of Insurance**, declare such particulars as **We** may require. The premium shall then be adjusted by **Us** at the rate agreed and any difference paid by or allowed to **You** as the case may be. Where such estimates include remuneration to **Employees**, the required declaration shall also include remuneration to all persons defined as employees by this policy. Failure to declare such particulars to **Us** shall entitle **Us** to estimate, if they so wish, such particulars and to assess further premium payment due calculated on such estimated particulars.

9.2 Contribution

If, at the time of any event to which this policy applies, **You** are entitled to cover under any other insurance(s) except in respect of any amount for which **You** would otherwise be entitled to reimbursement under this policy beyond the amount for which **You** are entitled to cover under such other insurance, **We** will not be liable under this policy.

9.3 Discharge of Liability

We may at any time at **Our** sole discretion:

- (a) under the Employers' Liability Section, pay to **You** the **Limit of Liability** (less any sum or sums already paid in respect of **Compensation** and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim, or claims against **You** can be settled and **We** shall not be under any further liability in respect of such claim or claims;
- (b) under the Public Liability and Products Liability Sections, pay to **You** the **Limit of Liability** (less any sum or sums already paid in respect of **Compensation**) or any lesser sum for which the claim, or claims against **You** can be settled and **We** shall not be under any further liability in respect of such claim or claims, except for other costs and expenses for which **We** may be responsible incurred prior to such payment.

In the event that a settlement is made with any party in excess of the **Limit of Liability**, **Our** liability, under the Public Liability and Products Liability Sections, for costs and expenses under Clause 6.1 – Defence Costs and Expenses, shall be in the same proportion that the **Limit of Liability** bears to the sum which would be payable by **Us** but for the **Limit of Liability**.

9.4 Excess

If any payment made by **Us** includes any amount for which **You** or any other person entitled to reimbursement is responsible, such amount shall be repaid to **Us** as soon as practicably possible.

Policy

10 Definitions

All the individual policy Sections are subject to the following definitions except where stated below.

- 10.1 **"Act of Terrorism"** means the actual or threatened:
- (a) use of force or violence against persons or **Property**, or
 - (b) commission of an act dangerous to human life or **Property**, or
 - (c) commission of an act that interferes with or disrupts an electronic or communication system undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government power, authority or military force, when any of the following applies:
 - (i) the apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy, or
 - (ii) the apparent intent or effect is to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments, or
 - (iii) the apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture
- 10.2 **"Bodily Injury"** means:
- (a) death, illness or disease, or
 - (b) physical or mental injury, mental anguish or shock.
- 10.3 **"Business"** means **Your** business as described in the **Schedule** and shall include:
- (a) the provision and management of catering, social, sports, educational, medical, dental and welfare organisations for the benefit of **Your Employees** and fire, security, first aid and ambulance services;
 - (b) repair or maintenance of vehicles or plant, owned or used by **You**;
 - (c) the ownership, repair, maintenance and decoration of **Your** premises;
 - (d) participation in exhibitions held in member countries of the European Union in connection with the **Business** specified in the **Schedule**;
 - (e) private work carried out by any of **Your Employees** (with **Your** consent) for any of **Your** directors, partners or senior officials.
- 10.4 **"Compensation"** means all sums which **You** shall be legally liable to pay as compensation and claimants costs and expenses, other than fines or penalties, punitive, exemplary or aggravated damages, or any additional damages resulting from the multiplication of compensatory damages.
- 10.5 **"Contractual Liability"** means liability which attaches by virtue of a contract or agreement, but only to the extent to which it would not have attached in the absence of such contract or agreement.
- 10.6 **"Damage"** means loss of, damage to or destruction.

10.7 **"Employee"** means:

- (a) any person under a contract of service or apprenticeship with **You**;
- (b) any labour master or labour only subcontractor, or person supplied or employed by them;
- (c) any self-employed person working for and under **Your** control;
- (d) any person under a contract of service or apprenticeship with another employer who is hired to or borrowed by **You**;
- (e) a prospective employee, who is undergoing practical work experience, whilst being assessed by **You** as to their suitability for employment;
- (f) any person engaged under a work experience, government training or similar scheme;
- (g) any person who is an outworker or home worker, employed under a contract to personally carry out work in connection with the **Business**, while they are engaged in that work;
- (h) any person who is a voluntary helper while working under **Your** supervision and control and in connection with the **Business**.

10.8 **"Endorsement"** means a change in the terms and conditions of this policy that can extend or restrict cover.

10.9 **"Excess"** means the total amount payable by **You**, or any other person entitled to reimbursement, in respect of any **Damage to Property** arising out of any one event, or all events of a series or attributable to one source or original cause, before **We** shall be liable to make any payment.

10.10 **"Limit of Liability"** means the limit as specified in the **Schedule** and is the maximum amount payable by **Us**.

With regard to the Employers' Liability and Public Liability Sections, the **Limit of Liability** shall apply to the total sum of all claims arising out of one originating cause, irrespective of the number of claims or claimants.

With regard to the Products Liability Section, the **Limit of Liability** shall apply as an aggregate limit in respect of the total sum of all claims, regardless of the number of events occurring during the **Period of Insurance**.

10.11 **"Period of Insurance"** means the period shown in the **Schedule** plus any extensions to the period which may be granted by **Us**.

10.12 **"Pollution"** means:

- (a) the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic or hazardous chemicals, liquids or gases, or waste materials, or other irritants, contaminants or pollutants, into or upon buildings, structures, land, water or the atmosphere; and
- (b) all loss, **Damage to Property**, or **Bodily Injury**, caused by or arising from such pollution or contamination as described in Clause (a) above.

- 10.13 **"Product Supplied"** means any product or item (including containers, packaging or labelling) sold, supplied, erected, repaired, altered, treated, installed, processed, manufactured, tested, serviced, hired out, stored, transported, or delivered by, or through **You**, in the course of the **Business** in or from the **United Kingdom**.
- 10.14 **"Property"** means material or physical property.
- 10.15 **"Schedule"** means the document entitled Schedule that relates to and forms part of this policy.
- 10.16 **"United Kingdom"** means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
- 10.17 **"We / Us / Our"** means Certain Underwriters at Lloyd's in respect of Syndicate 2088.
- 10.18 **"You / Your / Insured"** means the person or persons or corporate body or bodies named as the **Insured** in the **Schedule**.