

Mobile Marine Tradesman Risk Profile/Policy Summary

November 2020 edition

This document is a summary of the risk profile and the insurance cover provided by Your Geo Mobile Marine Tradesman Policy and, as such, it does not contain the full terms and conditions of Your insurance Policy. You can find the full terms and conditions of the product in Your Policy wording which should be read in conjunction with Your Schedule and/or Statement of Fact.

This summary is for Your information purposes only and does not form part of Your insurance contract.

This document outlines:

- Risk Profile
- The features and benefits of Your cover including any significant exclusions and limitations
- Details of Your Insurance provider
- How to make a claim
- Your cancellation rights
- Complaints Procedures
- Financial Services Compensation Scheme (FSCS) details

The maximum amount We will pay in the event of a claim under each section is the Limit shown within Your Policy Wording, Your Schedule and/or Your Statement of Fact.

Risk Profile			
Criteria	Standard Cover	Optional Cover	Significant Exclusions and Limitations
<p>To qualify for this Policy You must:</p> <ul style="list-style-type: none"> • be a mobile sole trader engaged in business activities related to the UK Marine industry • have no Employees • have no Business Premises and work from Your home address • have an annual Turnover equal to or less than £100,000 • have no claims / incidents, convictions, bankruptcy, H&S proceedings etc in last 5 years • Work on Private Pleasure craft up to 30 metres and Commercial craft up to 24 metres in length <p>Please note:</p> <ul style="list-style-type: none"> • Non-marine work excluded • There is no Construction Plant-hire Association (CPA) extension under this Policy. 	✓	x	<ul style="list-style-type: none"> • Certain Business Activities only covered: <p>Trades:</p> <ul style="list-style-type: none"> • Boat Repairs / Service / Maintenance / Mechanical / Electrical work / Antifouling • Gas Installers / Service / Repair • Moorings Operators / Maintenance / Service / Repair (excluding diving) • Painting / Sign Writing (excluding Spraying) • Riggers / Sailmakers / Upholsterers • Shrink Wrapping • Tuition (waterborne and land based) • Valeting / Pressure washing (excluding Shot blasting and Sand blasting) • Yacht Surveyors <p>Excluded Trades:</p> <ul style="list-style-type: none"> • Delivery Skippers • Divers • Professional Skippers / Crew • Boat Hauliers • Work on Offshore Installations • Marine Structures Construction Contractors • Non-marine work <ul style="list-style-type: none"> • Restrictions may apply to the type and value of Vessels You work on – full details in Your Policy wording or Schedule

Tools of Trade			
Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Damage cover on Tools of Trade anywhere in the UK	✓	x	<ul style="list-style-type: none"> Any Loss from an unattended locked vehicle or trailer vehicle between the hours of 9pm and 6am unless stored in a locked building or secure and gated compound Theft not involving entry or exit by forcible and violent means Gradually operating causes Average applicable to certain items
Index Linking	✓	x	
Automatic reinstatement of Sum Insured following a loss	✓	x	

Public and Products Liability			
Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Public Liability			
<p>We will indemnify You against all sums that You become legally liable to pay as Compensation and Costs and Expenses in respect of:</p> <ul style="list-style-type: none"> Injury to any person; loss of or Damage to tangible property; nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air or water or other easement <p>occurring during the Period of Insurance within the Territorial Limits in the course of Your Business.</p>	<p>✓</p> <p>£3,000,000</p> <p>Any one incident</p>	<p>✓</p> <p>£5,000,000</p> <p>Any one incident</p>	<ul style="list-style-type: none"> Fines and penalties Liability for which compulsory motor insurance is required Liability assumed by contract Gradual pollution Work within the Aerospace industry
Legal Liability cover for Damage to Third Party Vessels in Your care, custody or control	✓	x	<ul style="list-style-type: none"> Punitive, exemplary, aggravated, additional, compensatory damages Costs of rectifying property arising out of the presence of asbestos
Movement of Third Party owned Vessels	✓	x	
Consequences of Faulty Workmanship	✓	x	<ul style="list-style-type: none"> Work involving Offshore installations
Work on non-recreational craft up to twenty four (24) metres in length	x	✓	<ul style="list-style-type: none"> Advice for a fee
Heat Work Away from Your Premises	✓	x	<ul style="list-style-type: none"> Diving
Personal Liability whilst abroad on business	✓	x	<ul style="list-style-type: none"> Loss of Use involving Non-Recreational Craft Terrorism Use of heat away from Your Premises precautions Asbestos (see Policy Wording)
Legal Liability incurred under the Data Protection Act	✓	x	See Your Policy wording or Schedule for limits
Corporate Manslaughter	✓	x	

Products Liability			
<p>We will indemnify You against all sums that You become legally liable to pay as Compensation and Costs and Expenses in respect of:</p> <ul style="list-style-type: none"> • Injury to any person; • loss of or Damage to tangible property; occurring during the Period of Insurance within the Territorial Limits caused by any Product Supplied. 	<p>✓ £3,000,000 per period of insurance</p>	<p>✓ £5,000,000 per period of insurance</p>	<ul style="list-style-type: none"> • Terrorism • Products knowingly supplied for use in or on aircraft • Refunds/recalls/rectifications • Failure of Products Supplied to perform • Products supplied to any Offshore installation • Advice for a fee • Pure Financial Loss • Contractual Liabilities • Property Owned/Leased/Hired or in Your care, custody or control • Gradual pollution • Asbestos (see Policy Wording)

Public and Products Liability			
Consumer Protection Act and Food Safety Act Costs	✓	x	
Contingent Motor Liability	✓	x	
Contractual Liability and Indemnity to Principal	✓	x	
Corporate Manslaughter and Corporate Homicide Act 2007	✓	x	
Data Protection Act 1998	✓	x	
Health and Safety at Work Costs	✓	x	
Legal costs in respect of prosecutions under the Health and Safety at Work etc. Act 1974 or Part II Consumer Protection Act	✓	x	
Overseas Personal Liability	✓	x	

Policy Significant or Unusual Exclusions and Limitations

Significant or Unusual Exclusions and Limitations	Applies to
<p>Advice for a Fee</p> <p>Asbestos</p> <p>Computer, data processing equipment and data operator error, virus or hacking</p> <p>Date Recognition</p> <p>Employees</p> <p>Fines and Penalties</p> <p>Liability assumed under Contract</p> <p>Nuclear Risks</p> <p>Offshore</p> <p>Pollution & Contamination</p> <p>Punitive Damages</p> <p>Sanctions Limitations</p> <p>Sonic Bangs</p> <p>War, Government Action and Terrorism (available as optional extra)</p>	<p>Public and Products Liability</p>
Policy Excesses	
<p>Public Liability / Products Liability</p>	<p>£500 in respect of Third Party Property Damage. Increased to £1,000 in respect of Heat Work Away and work on Non-Recreational Craft.</p>

Insurance Providers

This insurance is underwritten by Markel International Insurance Company Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number 202570. Registered in England & Wales, no. 00966670. Registered office: 20 Fenchurch Street, London, EC3M 3AZ, United Kingdom

Administered by: Marine & Leisure @ Geo Specialty

Marine & Leisure @ Geo Specialty, a trading name of Geo Underwriting Services Limited, are the administrators of Your Policy on behalf of Your Insurers. Geo Underwriting Services Limited are authorised & regulated by the Financial Conduct Authority, No: 308400. Registered in England & Wales, No: 4070987. Registered Office: 2 Mincing lane, London, EC3R 7PD

The Law Applicable

In the absence of agreement to the contrary, Your Policy shall be governed by and construed in accordance with the laws of England and Wales. Any dispute relating to limits terms, conditions and exceptions or validity of Your Policy shall be subject to the jurisdiction of the courts of England and Wales.

How to Make a Claim

In the first instance utilise the claim notification phone numbers and the Claims Condition detailed in Your Policy or contact Your Insurance Advisor.

Your Right to Cancel

Cooling-off period

If this cover does not meet with Your requirements, please contact Your Insurance Adviser who has arranged the cover, within fourteen (14) days of receipt. We will return any Premium paid in full providing there have been no claims or incidents reported

Outside the cooling-off period

You may cancel Your Policy at any time by providing prior written notice to Your Insurance Adviser. Providing You have not incurred eligible claims or incidents likely to give rise to an eligible claim during the period We have been on cover, We will retain an amount of the Premium in proportion to the time We have been on cover and return the balance to You with the exception of minimum and deposit retained Premium.

We reserve the right to cancel Your Policy by providing fourteen (14) days' notice by registered post to Your last known address. The reason for cancellation will be set out in Our letter to You. We will retain an amount of the Premium in proportion to the time We have been on cover and return the balance to You with the exception of minimum and deposit retained Premium.

How to Complain

Your Insurer is committed to providing a high quality and professional service and to maintain fair outcomes for our customers. If You are dissatisfied or have any complaints about Your Policy or the handling of a claim You should, in the first instance, contact Laura Green on the following details:

By telephone: +44 (0)20 7953 6020
Email: complaints@markelintl.com
Write to: Legal & Regulatory, Markel International, London, EC3M 3AZ

The aim of this procedure is to settle the complaint fairly and as quickly as possible. We will use Our best endeavors to comply with the timeframes set out below.

1. A complaint received by Markel International Insurance Company Ltd (whether by letter, facsimile, e-mail, telephone conversation or other oral representation) will be allocated to an appropriate person to carry out an independent review of the justification of the complaint.
2. Complaints will be acknowledged in writing no later than 5 working days after receipt. That acknowledgement will include the name of the person who will be reviewing the complaint and a copy of this Complaint Procedure.
3. We will try to resolve a complaint within 4 weeks and give a written final response, or send an interim response explaining why we are not yet in a position to resolve matters.
4. By the end of eight weeks following receipt of a complaint, a final response will be issued or a further interim response giving an indication as to when a final response can be expected.
5. When we issue our acknowledgement of the complaint and our final response we will include a copy of a leaflet published by Financial Ombudsman Service ("FOS").

The FOS operates a dispute resolution facility for consumers, micro-enterprises (small businesses), small charities and trustees. An eligible complainant has up to six months to register a complaint with the FOS if the outcome was not to their satisfaction. Should it prove necessary for the FOS to make a determination and the complainant accepts it, then we are bound by that determination up to a specified maximum amount.

You can contact the FOS at: Financial Ombudsman Service, Exchange Tower, London E14 9SR Email: complaint.info@financial-ombudsman.org.uk

Telephone: 0800 0234 567 (normally free for land line users)

Telephone: 0300 1239 123 (charged at the same rate as 01 or 02 numbers on mobile phone tariffs) Website: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

You may be entitled to compensation from the scheme if We are unable to meet Our obligations to You under Your Policy. If You were entitled to compensation under the scheme, the level and extent of the compensation would depend on the nature of Your Policy. Information about the scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU) Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.FSCS.org.uk

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Mobile Marine Tradesman

Policy Wording

Geo Specialty Marine Trade



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The Contract of Insurance

Before this contract of insurance is entered into, You must make to Us a fair presentation of the risk. You must tell Us about any material circumstances which affect Your insurance. This insurance contract shall be governed by the Insurance Act 2015.

Your Policy wording, the Policy Schedule the Statement of Fact and any Endorsement, form the contract of insurance between Us and You and must be read together.

Payment of Premium

In consideration of You having paid or agreed to pay the Premium, We will indemnify You within the limits, terms, conditions and exceptions of Your Policy against the events set out in the sections operative and occurring in connection with Your Business during the Period of Insurance, and any subsequent period, for which You pay and We agree to accept a Premium.

Breach of any term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under Your Policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension which is related to the breach.

Non-compliance of any term

Where there has been non-compliance with any term (express or implied) of Your Policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk We may not rely on the non-compliance to exclude, limit or discharge Our liability under Your Policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred.

All claims will be handled in accordance with the Insurance Act 2015.

Insurers' obligations

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations. As such Each Underwriter is only liable in respect of the cover provided under the section(s) of Your Policy shown against them in Your Schedule and not any other section

Your Public and Products Liability covers are underwritten by:

Markel International Insurance Company limited (hereinafter called the 'the Underwriters') and your policy is administered by Marine & Leisure @ Geo Specialty.

Marine & Leisure @ Geo Specialty, a trading name of Geo Underwriting Services Limited, are the administrators of **Your Policy** on behalf of **Your Insurers**. Geo Underwriting Services Limited are authorised & regulated by the Financial Conduct Authority, No: 308400. Registered in England & Wales, No: 4070987. Registered Office: 2 Mincing lane, London, EC3R 7PD.

Each Underwriter is only liable in respect of the cover provided under the sections of Your Policy shown against them in Your Schedule and not any other section.

Your Legal Expenses cover is underwritten by:

AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676 and administered by Arc Legal Assistance Ltd. Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

Financial Services Compensation Scheme

You may be entitled to compensation from the scheme if We are unable to meet Our obligations to You under Your Policy. If You were entitled to compensation under the scheme, the level and extent of the compensation would depend on the nature of Your Policy. Information about the scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU) Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.FSCS.org.uk

Although reference is made at various points in this clause to “this contract” in the singular, where circumstances so require, this should be read as a reference to contracts in the plural.

Signed for and on behalf of the Underwriters

A handwritten signature in black ink, appearing to read 'Tony Harris', with a long horizontal flourish extending to the right.**Tony Harris**

Head of Marine & Leisure Division
Geo Underwriting Services Limited

How to make a claim and Your obligations

Claim Procedure Condition

Your claim will be handled within the terms set out in the Insurance Act 2015. In relation to any claim You must fulfil the following provisions:

1. On the happening of any event or occurrence which may give rise to a claim, You must:
 - a) inform the Police immediately of damage caused by riot, civil commotion, strikers, malicious persons, or thieves.
 - b) forward to Us immediately all correspondence upon receipt without acknowledgment.
 - c) advise Us immediately You have knowledge of any pending prosecution, inquest or fatal accident inquiry.
 - d) not make or allow to be made on Your behalf, any admission, offer, promise or payment of indemnity without Our written consent.
 - e) take or permit to be taken all reasonably practicable steps to prevent or minimise loss and otherwise to prevent further Damage or injury.
 - f) within fourteen (14) days or such further time as We may allow, provide Us at Your own expense with detailed proofs of evidence and information regarding the cause and amount of damage as We may require together with details of any other persons involved in the claim.
2. We will be entitled at any time at Our request and Our expense to:
 - a) take and permit to be taken all necessary steps for enforcing rights against any other party in Your name before or after any payment We may make.
 - b) take over and conduct in Your:
 - i) defence or settlement of any claim or to prosecute and for our benefit, any claim for indemnity or damages or otherwise.
 - ii) representation at any inquest, inquiry, prosecution or similar proceedings which may give rise to a claim.

Claim's Contact Details

You must Notify Us immediately by:

- Calling **0345 604 9855** (from the UK)
- Email Us at 'GEOmarineClaims@uk-sedgwick.com';
- Or contact Us via Your Insurance Advisor.

Important Information

Your Policy has been prepared in accordance with Your instructions. Please read it carefully to ensure that it meets all of Your requirements.

Your Policy consists of:

Your Policy wording, the Policy Schedule, Schedule of vessels (where applicable) the Statement of Fact and any Endorsement, form the contract of insurance between Us and You and must be read together.

Alterations in the cover required after the inception date of Your Policy will be confirmed by a separate Endorsement and/or Schedule which You should file with Your Policy. You should refer to all of these documents to ascertain precise details of cover currently in force.

Immediate notice should be given to Your Insurance Adviser or The Administrators of any changes which may affect the insurance provided by Your Policy.

If this cover does not meet with Your requirements, please return all of Your documents and any Employers Liability Certificate(s) to Your Insurance Adviser who has arranged the cover, within fourteen (14) days of receipt. We will void Your policy ab initio and return any Premium paid in full providing there have been no claims or incidents reported.

If You wish to terminate the cover at any other time please contact Your Insurance Adviser. Any return premium due will be calculated as per the Cancellation Condition contained in Your Policy.

The Employers Liability (Compulsory Insurance) Regulations 1998 lay down certain obligations for employers and in particular You should be aware of the following:

Display of Certificates

We will provide You with a Certificate of Employers Liability Insurance and this will state clearly the companies covered by it. You must display either an original copy or make available a copy of the Certificate of Employers Liability Insurance in an electronic format at each Business Premises where Your Employees can see it easily.

Retention of Certificates

The Employers' Liability (Compulsory Insurance Amendment) Regulations 2008 remove the requirement for You to retain copies of Certificates of Employers Liability Insurance that have expired for at least forty (40) years. However, it is still good business practice to retain the certificates because certain claims for example disease, could be made many years after the disease is caused and if We cannot be identified You could be liable for any payments.

Employers' Liability Tracing Office

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), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs, and Companies House Reference Numbers (if relevant) will be provided by the Employers' Liability Tracing Office (the ELTO) and added to an electronic database (the database).

This information will be made available in a specified and readily accessible form as required by the 'Employers' Liability Insurance: Disclosure by Insurers Instrument 2010'. 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 have carried on business in the UK and who are covered by the Employers' Liability insurance of their employers (the claimants):

1. To identify which Insurer (or Insurers) was (or were) providing Employers' Liability cover during the relevant periods of employment; and
2. to identify the relevant Employers' Liability insurance policies.

The database will be managed by the ELTO.

The database and the data stored on it may be accessed and used by the claimants, their appointed representatives, Insurers with potential liability for UK commercial lines Employers' Liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance contract, You will be deemed to specifically consent to the use of Your insurance Policy data in this way and for these purposes.

Data Protection Notice

This Data Protection Notice explains what personal information is collected and how this is used. It tells You about the registers and databases that Geo Underwriting Services Limited "Geo" and others have in place that help to detect and prevent fraudulent applications and claims, and must be shown to any party related to this insurance. In accepting this Insurance it will be understood that You have read and accepted the terms of this Data Protection Notice.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Geo will process your details in accordance with the Data Protection Act and/or other applicable legislation in force.

You are entitled to receive a copy of the information Geo hold about You. If You require a copy of Your data or have any questions please contact:

**The Compliance Officer
Geo Underwriting Services Limited
2 Mincing Lane
London
EC3R 7PD
E-Mail: DPO@geounderwriting.com**

For more information on the Data Protection Act You may also write to the Office of the Information Commissioner at:

**Wycliffe House, Water Lane
Wilmslow, Cheshire, SK9 5AF
Tel: 0303 123 1113 or 01625 54 57 45
E- mail: mail@ico.gsi.gov.uk**

Your Data

It is necessary to collect Your personal data so that Geo or Your Insurers can assess/administrate the terms of Your Policy, claims or losses.

Personal data includes:

- Contact Data
- Profile Data
- Sensitive Personal Data
- Correspondence Data

Please be aware that only where relevant Geo use and may share Your details with approved partner service providers/professional advisers including those that operate, process or share data outside of the European Economic Area and suitable safeguards are in place to ensure data is secure for purposes including but not limited to:

- Underwriting
- Fraud Prevention
- Claims Management
- Complaints Handling
- Electronic Licensing
- Continuous Insurance Enforcement
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- The provision of government services aimed at reducing the level of uninsured driving

Any organisations or bodies Geo share Your data with will only use Your data for the purposes set out in our Fair Processing Notice which can be viewed on our website at (www.geounderwriting.com/fair-processing-notice/). A paper version is also available upon request.

Before sharing Your data with any third party, Geo will ensure that the third party has the appropriate technical and organisation measures in place to protect Your data.

Please see the Privacy Policy for details of Your rights not covered more specifically in this notice.

General Conditions

The following General Conditions apply to the Public Liability and Products Liability sections of Your Policy unless otherwise stated in Your Schedule.

Arbitration

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

Breach of Condition

You must comply with the General Conditions and any Additional Conditions stated in Your Schedule and if in relation to any claim You have failed to fulfil any of those Conditions, Your claim will be handled within the terms set out in the Insurance Act 2015.

Cancellation

Cooling-off period

If this cover does not meet with Your requirements, You must advise Your Insurance Adviser who has arranged the cover, within fourteen (14) days of receipt. We will void Your policy from inception and return any Premium paid in full providing there have been no claims or incidents that could give rise to any claim during the period We have been on cover.

Outside the cooling-off period

You may cancel Your Policy at any time by providing prior written notice to Your Insurance Adviser. Providing You have not incurred eligible claims or incidents likely to give rise to an eligible claim during the period We have been on cover, We will retain an amount of the Premium in proportion to the time We have been on cover and return the balance to You with the exception of minimum and deposit retained Premium.

We reserve the right to cancel Your Policy by providing fourteen (14) days' notice by registered post to Your last known address. The reason for cancellation will be set out in Our letter to You. We will retain an amount of the Premium in proportion to the time We have been on cover and return the balance to You with the exception of minimum and deposit retained Premium.

Change of Risk

You must advise Us without delay if:

1. there has been any change to the risk as detailed on the Statement of Fact after the commencement of this insurance whereby the risk of Damage or Injury is increased; or
2. Your interest ceases (unless the cessation is brought about by will or operation of law).
3. You:
 - a) make a composition or arrangement with creditors.
 - b) have a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986.
 - c) have an application made under the Insolvency Act 1986 to the court for the appointment of an administrator.
 - d) have a winding up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed or have a provisional liquidator receiver or receiver and manager of the Business or undertaking duly appointed.
 - e) have an administrative receiver as defined in the Insolvency Act 1986 appointed or having possession taken by or on behalf of the holders of any debentures.

Claims Procedure

You must comply with the Claims Procedure Conditions as stated on page 4 in Your Policy.

Contracts (Rights of Third Parties) Act 1999

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

Contribution

Applicable to the Public Liability and Products Liability sections: If the insurance provided by these sections is also covered by another policy (or would but for the existence of these sections) We will only indemnify You in respect of Our share of the claim.

Craft In Your Custody

All craft on trailers left in Your care, custody and control must be immobilised by the use of a Wheel Clamp and any attached outboard motors will be fitted with an Outboard Motor Lock in addition to their normal method of attachment.

Discharge of Liability

We may at any time pay:

1. the Limit of Liability or the Limit of Indemnity; or
2. a smaller amount for which a claim can be settled after deduction of any sum already paid.

We will not make any further payments except for costs and expenses incurred prior to the payment of the claim.

Engine Cut Off Devices

If fitted, Engine Cut Off devices must be worn at all times whilst the Vessel is underway or the engine is running.

Heat Work (Work Away)

1. In connection with any work undertaken by You involving the use or application of heat for the purposes of Your Business, You must comply with the following before operations commence:
 - a) specific permission is obtained to commence work from a responsible person at the place at which such work is to be undertaken; and where required hot permits shall be issued prior to commencement of work.
 - b) the area in which the work is to be undertaken is to be cleared of moveable combustible material or covered with adequate fire resistant covers; and
 - c) appropriate fire extinguishing appliances are kept near the scene of work for immediate use.
2. During, after and in addition to Your operations You must:
 - a) Make an examination of the immediate and surrounding areas is carried out after each period of work and immediately prior to You leaving the premises to ensure that there is no likelihood of fire breaking out and a written log of Your actions recorded; and
 - b) blow lamps, blow torches and other similar heating or cutting apparatus are lit strictly in accordance with manufacturer's instructions and not left unattended whilst alight; and
 - c) gas cylinders not required for immediate use are kept outside the Building or Vessel in or upon which the work is being undertaken and stored away from any obvious fire hazard.

Height Work

You must ensure that You do not work at heights in excess of twenty (20) metres above the deck of any vessel or floor level.

Insurance Act 2015

Under the Insurance Act 2015, you have a duty to make a fair presentation of the risk to us before this policy starts, at each renewal of the policy, and when you make any amendment(s) to your cover. This means you must:

- a) Disclose all material facts which you know or ought to know.
- b) Make the disclosure in a reasonably clear and accessible way; and
- c) Ensure that every material representation of fact is substantially correct, and made in good faith.

A "material fact" is information that would influence our decision as to whether to insure you and if so, on what terms.

For the purposes of the duty of fair presentation, you are expected to know the following:

- a) If you are an individual (such as a sole trader or an individual partner):
 - what is known to you and anybody who is responsible for arranging this insurance; orIf you are not an individual (such as a limited company or a partnership):
 - what is known to anybody who is part of your organisation's senior management (this means those people who play significant roles in the making of decisions about how your activities are to be managed or organised), or anybody who is responsible for arranging this insurance;
- b) What should reasonably be revealed by a reasonable search of information available to you.

The information may be held within your organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If the insurance is intended to insure subsidiaries, affiliates or other parties, you are expected to have included them in your enquiries, and inform us if you have not done so. The reasonable search may be conducted by making enquiries or by any other means.

If you breach your duty to make a fair presentation of the risk to us, then:

- where the breach was deliberate or reckless, we may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - we would not have agreed to provide cover under this policy on any terms, we may avoid this policy and refuse all claims, but will return any premiums paid;
 - we would have agreed to provide cover under this policy but on different terms (other than premium terms), we may require that this policy includes such different terms with effect from its commencement, and/or
 - we would have agreed to provide cover under this policy but would have charged a higher premium, our liability for any loss amount payable shall be limited to the proportion that the premium we charged bears to the higher premium we would have charged.

Language

Unless agreed otherwise, We will communicate with You in English.

Law and Jurisdiction

In the absence of agreement to the contrary, Your Policy shall be governed by and construed in accordance with the laws of England and Wales. Any dispute relating to limits terms, conditions and exceptions or validity of Your Policy shall be subject to the jurisdiction of the courts of England and Wales.

Marine Insurance Act (1906)

The conditions and warranties of the Marine Insurance Act (1906) shall apply to this insurance except where they conflict with the other provisions of Your Policy and those provisions shall take precedent.

Portable Space Heating/Heater(s)

1. You must ensure that any portable space heating/heater(s) and the like for which You are responsible:
 - a) are serviced in accordance with the manufacturer's instructions; and
 - b) are never moved whilst alight; and
 - c) are fitted with a proprietary guard to maintain a clear space of at least one (1) metre; and
 - d) are not sited in areas where flammable atmospheres are habitually or intermittently present; and
 - e) are not sited on combustible floors or surfaces; and
 - f) are not sited in passenger ways or other places where they are liable to cause an obstruction; and
 - g) have the gas bottles chained either to the fabric of the building or to a purpose built trolley.

Premium Payment

We will not make any payment under Your Policy unless You have paid the Premium.

Reasonable Care

You must ensure that:

1. You take all reasonable care to prevent or minimise any circumstances or to cease any activity which may cause Damage accident or Injury whether insured or not; and
2. You inspect at least weekly and maintain in a good state of repair all equipment used in the course of Your Business and You comply with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use of such equipment; and
3. You, without delay, make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require; and
4. You will have suitable experience in respect of vessel(s) in Your care, custody and control whilst under power, navigating or otherwise being moved.

Seaworthy

In respect of vessel(s) in Your care, custody and control, they are fit to encounter the ordinary perils of the sea, rivers, lakes and any other navigable waterways and is suitably moored, crewed, equipped, fuelled and provisioned with all equipment in proper working order.

Spraying

You must ensure that spray-painting activities are carried out within a purpose built area of a building or other permanent structure either of which is fully ventilated.

Subcontractors

In connection with any work undertaken by Your contractor or sub-contractors You must obtain evidence that the contractor or sub-contractor have current policies providing Indemnity for Public and Products Liabilities which:

1. have a Limit of Liability:
 - a) of not less than £2,000,000 any one claim in respect of Public Liability or £2,000,000 any one Period Of Insurance in respect of Products Liability; or
 - b) where required, at least equivalent to the Limit Of Our Liability under Your Policy.
2. cover the work to be undertaken.
3. remain in force for the duration of the contract.
4. provide an Indemnity to You as principal.
5. do not contain any agreement to waive Your rights of recovery.

Subrogation

Anyone making a claim under this Policy must, at Our request and expense, do everything We may reasonably require to enforce a right or remedy or obtain relief or indemnity from other parties to which We will become entitled or subrogated because of payment for or making good accident, Damage or Injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim. You shall not admit liability nor give any waiver of subrogation without Our express permissions.

Terms of Business

All estimates, tenders, indemnities, agreements, contracts and acceptances, whether verbal or in writing, given or issued by You, will incorporate or draw attention to the Terms of Business currently sponsored by the British Marine or such other Terms of Business as may be approved by Us.

Waste

You must ensure that:

1. all trade refuse will be collected or swept up and bagged daily; and
2. such bagged up trade refuse will not be allowed to accumulate where You are working and will be removed at least weekly; and
3. waste, including smoking waste, will not be allowed to accumulate within two (2) metres of any building.

General Definitions

Each section of Your Policy contains definitions which apply to that particular section and they must be read in conjunction with the following General Definitions.

Unless stated otherwise, the following words or phrases will have the same meaning attached each time they appear in Your Policy and will be denoted by a capital first letter except for headings and titles.

Additional Conditions

Additional Conditions are applicable to Your Policy where stated in Your Schedule as applying.

Asbestos

Crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those materials, fibres or particles of Asbestos or any material containing Asbestos or Asbestos dust.

Business

Your Business activities as stated to Us in Your Statement of Fact and stated in Your Schedule.

Compensation

Damages including interest but excluding:

1. liquidated damages;
2. penalty clauses;
3. Fines;
4. aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from multiplication of compensatory damages or other non-compensatory damages.

Contractual Liability

Liability attaching to You by virtue of a contract but which would not have attached in the absence of such contract.

Costs and Expenses

1. Costs and expenses of claimants for which You are legally liable and which may be the subject of indemnity under this section.
2. Other costs and expenses incurred with Our written consent in respect of any claim which may be the subject of indemnity under this section.
3. Legal Costs and expenses incurred with Our written consent for representation by You at:
 - a) any proceedings brought in any court arising out of any alleged breach of a statutory duty resulting in Injury;
 - b) any coroners' inquest or inquiry in respect of any death;which may be the subject of indemnity under this section.

Cyber Vandals

The person or persons whether identified or not, responsible for or involved with creating a Virus Or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Electronic Business Machines.

Damage

Accidental loss, destruction or damage to tangible property including theft.

Data

All information which is:

1. electronically stored; or
2. electronically represented; or
3. contained on any current and back-up disks, tapes or other materials or devices used for the storage of Data including but not limited to operating systems, records, programs, software or firmware code or series of instructions.

Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Electronic Business Machines.

Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with or otherwise affect the availability of Electronic Business Machines or Data including but 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 within, between or amongst networks.

Electronic Business Machines

1. All computer equipment (comprising of peripheral devices, interconnecting wiring, fixed disks, telecommunications equipment, computerised telephone systems, electronic access equipment and electronic point of sale systems) used for the storage and communication of electronically processed Data including:
 - a) portable computer equipment; and
 - b) facsimile or photocopying machines but shall not include within its meaning:
 - i) computer equipment controlling manufacturing processes;
 - ii) computer equipment manufactured for sale or held as stock for sale.
2. Data carrying materials.
3. All current and backup computer software and programs held on hard disks or data carrying materials.
4. Computer lock down plates, security enclosures, security cables and other similar devices.

Endorsement

An alteration in writing to the terms of Your Policy as shown in Your Schedule.

Engine Cut Out Device

A device that attaches to both the vessel / boat and the helmsman, specifically designed, marketed and sold to stop the engine(s) automatically should the device become detached from the vessel / boat or from the helmsman.

Event

Any accident or occurrence including continuous or repeated exposure to substantially the same general conditions which results, during the Period of Insurance, in Injury or Damage to property. All accidents or occurrences consequent of one cause shall be regarded as one Event for the purposes of Your Policy.

Excess

The first amount of each and every claim for which You shall be responsible as stated in Your Schedule, will apply per incident and, if more than one section of cover is involved, the higher of the Excesses will apply.

Geographical Limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Government Action

Martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to War.

Hacking

Unauthorised access to any Electronic Business Machine, component, system or Item which processes, stores or retrieves Data whether Your property or not.

Heat Work

Use of blow torches, blow lamps, electric oxy-acetylene or similar, cutting equipment, hot compressed air blowers, hot air guns, hot air strippers, asphalt/bitumen/tar or pitch heaters, grinding wheels or cutting discs.

Indemnity

The amount payable under the relevant section.

Injury

Death, bodily injury, illness, disease, mental injury, mental anguish or nervous shock but not defamation.

Insurance Adviser

The insurance agent, broker or adviser through whom You have arranged Your Policy.

Insured

1. The first named party stated in Your Schedule.
2. At the request of You, or in the event of Your death, Your personal representatives in respect of liability incurred by You, provided that such persons shall as though they were You, observe, fulfil and be subject to the terms, exceptions, conditions and Endorsements of Your Policy as far as they can apply.

Insurer

Public and Products Liability - Markel International Insurance Company Limited.

Business Legal Expenses - This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf We act.

Legal Costs

1. Any claimant's legal costs and expenses for which You are legally liable and ordered as payable by You by a Court of Competent Jurisdiction within the Geographical Limits and all costs and expenses incurred with Our written consent.
2. Your legal costs and expenses incurred with Our prior written consent and any prosecution costs awarded against such person in respect of:
 - a) the defence of any proceedings brought against You for an offence committed during the Period of Insurance within the Geographical limits under the Health & Safety at Work Act 1974, Health & Safety at Work (Northern Ireland) Order 1978 and similar safety legislation, arising from Your Business; and
 - b) an appeal against a conviction arising from such proceedings; and
 - c) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty which may be the subject of a claim under this section of Your Policy;provided that We will not be liable for:
 - i) the payment of fines or penalties; and
 - ii) proceedings consequent upon a deliberate management decision, act or omission of management.

Limit of Indemnity

The overall limit stated in Your Schedule.

Limit of Our Liability

The maximum amount as stated in Your Policy or in Your Schedule that We are liable to pay You arising out of any one event or series of events due to one cause or in any one period of insurance regardless of the number of parties claiming to be indemnified or Insured hereunder.

Loss of Data

Loss of or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, loss of Data resulting from loss or Damage to Electronic Business Machines or Data Storage Materials, including while stored on Data Storage Materials.

Market Value

The most likely sale value between willing buyer and willing seller immediately prior to the claimed loss of Damage taking into account the condition and location of the vessel.

North America

The United States of America or Canada or any other territories within their jurisdiction.

Offshore

From the time of embarkation on to a conveyance at the point of final departure from land, to any offshore rig, offshore platform, sub-station turbine platform, or support or accommodation vessel, whilst on such property and then until final disembarkation from a conveyance back onto land.

Offshore Installations

Any installation in or on the sea or tidal waters which is intended or used for:

- a) underwater exploitation of mineral resources or exploration with a view to such exploitation; or
 - b) storage of gas; or
 - c) accommodation for persons who work on or from the installations;
- and any pipe or system of pipes used in connection with the above.

Period of Insurance

The period stated in Your Schedule and any further period agreed by Us in writing, each such period being a separate Period Of Insurance.

Policy

This document and Your Schedule make up Your insurance Policy.

Pollution or Contamination

The actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of pollutants at any time to any cost expense claim or suit arising out of any request, demand or order as a result of actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of pollutants at any time that You or any other insured party test for, monitor, clean up, remove, contain, treat, detoxify or neutralise or in any way respond to or assess the effects of pollutants.

Premium

The amount paid or to be paid by You to Us for the cover and benefits provided by Your Policy.

Principal

The other party to a contract or agreement for whom You are undertaking work or service where such party is responsible for setting out the terms of the contract or agreement.

Product Supplied

Any product or tangible property including packaging, containers, instructions and labels, sold, supplied, erected, repaired, altered, treated, installed, tested, serviced or delivered by or through You in the course of Your Business within the Territorial Limits and no longer in Your custody or control.

Proposal

This is all the information that You provided to Your Insurance Adviser upon which Your insurance cover is based.

Schedule

The document including Endorsements for the period in force which makes Your Policy specific to You.

Statement of Fact

The record of the information that You provided to Your Insurance Adviser upon which Your insurance quotation and Policy is based.

Sum Insured

The amount stated in Your Schedule for an Item or section.

Territorial Limits

1. Anywhere within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man other than Offshore.
2. Elsewhere in the world (other than North America or Offshore) for temporary non-manual visits by You in connection with Your Business.
3. Elsewhere in the world in respect of any Product Supplied (other than those to Your knowledge sold, supplied, erected, repaired, altered, treated or installed by You in or for delivery or use in North America or Offshore).

Terrorism

Any act(s) of any person(s) or organisation(s) involving:

1. the causing, occasioning or threatening of harm of whatever nature and by whatever means;
2. putting the public or any section of the public in fear;

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) are wholly or partly of a political, religious, ideological or similar nature.

Tools of Trade

Hand Tools and Business Equipment excluding Stock, Work in Progress and Goods in Trust.

Total Loss

When the vessel is completely lost, destroyed or Damaged so that it can no longer be used as intended or if the cost of recovery and/or repairs is more than the value of the vessel.

Turnover

All monies paid or due to You for goods sold or delivered and for services provided by Your Business.

Unlawful Association

Any organisation which is engaged in Terrorism including any organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

Us/We/Our(s)

Markel International Insurance Company Limited

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with or otherwise adversely affect Electronic Business Machines or Data, whether involving self-replication or not including but not limited to Trojan horses, worms and logic bombs.

War

War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution or military or usurped power.

You/Your/Yours/ Policyholder

The person stated in Your Schedule as the policyholder.

General Exceptions

Each section of Your Policy contains exceptions and must be read in conjunction with the following General Exceptions which apply to Your Public and Products Liability sections.

Your Policy does not cover:

Computer Virus and Hacking

1. Damage to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether Your Property or not, where such Damage is caused by Virus or similar mechanism or Hacking;
2. financial loss directly or indirectly caused by or arising from Virus or similar mechanism or Hacking;

but this shall not exclude Damage or financial loss which is not otherwise excluded from this Policy and which results from Fire, Lightning, Explosion, Earthquake, Aircraft or other aerial devices or articles dropped from them, Riot, Civil Commotion, Strikes, Labour Disturbances, Malicious Persons (including the acts of thieves but excluding the acts of Malicious Persons which do not involve physical force or violence) Storm, Flood, Escape of Water or Oil from any tank or apparatus or pipe, Impact by any vehicle, animal or Vessel.

For the purpose of this Exception:

Virus or similar mechanism shall mean 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.

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data.

Date Recognition

Damage, accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media, microchip, integrated circuit or similar device or other equipment or system for processing, storing or receiving data or any computer software whether Your property or not and whether occurring before, during or after the year 2000:

1. to correctly recognise any date as its true calendar date.
2. to capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date.
3. to capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture, save, retain or to correctly process such data on or after any date.

This exception shall not exclude subsequent Damage not otherwise excluded which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank or apparatus or pipe, theft or impact by any vehicle, animal or Vessel.

Date Recognition Computer Equipment

The expected cost which would have been incurred in modifying any computer, data processing equipment or media microchip, integrated circuit or similar device or other equipment or system for processing, storing or receiving data or any computer software so as to be able to correctly recognise, save, retain, manipulate, interpret or process any date after December 31st 1999 where such computer or other property is unable to do so at the time of any Damage insured by Your Policy.

Offshore

Your ownership, possession, use or You working Offshore or on any Offshore Installation, or Products Supplied to Offshore Installations.

Nuclear Risks

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

1. Ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Sanctions Limitation

No (re)Insurer shall be deemed to provide Cover and no (re)Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such Cover, payment of such claim or provision of such benefit would expose that (re)Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade, or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Sonic Bangs

Loss, destruction or damage or any consequential loss occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

War, Government Action and Terrorism

1. Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:
 - a) War, Government Action or Terrorism.
 - b) civil commotion in Northern Ireland.
2. legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from War, Government Action or Terrorism except to the extent stated in the Liability Provisions.

In any action, suit or other proceedings where We allege that, by reason of this Exception as far as it relates to Terrorism, any Damage or resulting loss or expense or consequential loss is not covered by this insurance, the burden of proving that such Damage, loss, expense or consequential loss is covered shall be upon You.

Property Cyber and Data Exclusion

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1.1 Cyber Loss;
 - 1.1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
6. Cyber Incident means:
 - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

7. Computer System means:
 - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,

owned or operated by the Insured or any other party.
8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

How to Complain

If your complaint relates to the [Public & Products Liability](#) section:

Your Insurer is committed to providing a high quality and professional service and to maintain fair outcomes for our customers. If You are dissatisfied or have any complaints about Your Policy or the handling of a claim You should, in the first instance, contact Laura Green on the following details:

By telephone: +44 (0)20 7953 6020

Email: complaints@markelintl.com

Write to: Legal & Regulatory, Markel International, London, EC3M 3AZ

The aim of this procedure is to settle the complaint fairly and as quickly as possible. We will use Our best endeavours to comply with the timeframes set out below.

1. A complaint received by Markel International Insurance Company Ltd (whether by letter, facsimile, e-mail, telephone conversation or other oral representation) will be allocated to an appropriate person to carry out an independent review of the justification of the complaint.
2. Complaints will be acknowledged in writing no later than 5 working days after receipt. That acknowledgement will include the name of the person who will be reviewing the complaint and a copy of this Complaint Procedure.
3. We will try to resolve a complaint within 4 weeks and give a written final response, or send an interim response explaining why we are not yet in a position to resolve matters.
4. By the end of eight weeks following receipt of a complaint, a final response will be issued or a further interim response giving an indication as to when a final response can be expected.
5. When we issue our acknowledgement of the complaint and our final response we will include a copy of a leaflet published by Financial Ombudsman Service ("FOS").

The FOS operates a dispute resolution facility for consumers, micro-enterprises (small businesses), small charities and trustees. An eligible complainant has up to six months to register a complaint with the FOS if the outcome was not to their satisfaction. Should it prove necessary for the FOS to make a determination and the complainant accepts it, then we are bound by that determination up to a specified maximum amount.

You can contact the FOS at: Financial Ombudsman Service, Exchange Tower, London E14 9SR

Email: complaint.info@financial-ombudsman.org.uk

Telephone: 0800 0234 567 (normally free for land line users)

Telephone: 0300 1239 123 (charged at the same rate as 01 or 02 numbers on mobile phone tariffs)

Website: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

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 obligation to You under this contract. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk.

If your complaint relates to the [Business Legal Expenses](#) Section please refer to [Page 34 - Customer Service](#) for full details or contact:

Arc Legal Assistance Ltd

PO Box 8921

Colchester

CO4 5YD

Tel 01206 615000

Email customerservice@arclegal.co.uk

Tools of Trade

Cover

We will indemnify You in respect of Damage caused by an Insured Peril occurring during the Period of Insurance to Tools of Trade stated in Your Schedule provided the Damage occurs within the Geographical Limits stated in Your Schedule.

Insured Perils

Fire (including Subterranean Fire)

We will not indemnify You for Damage:

1. caused by explosion or lightning or earthquake resulting from fire including subterranean fire.
2. caused by its own self ignition, leakage of electricity, short circuiting or over running.
3. caused by:
 - a) spontaneous fermentation or heating.
 - b) any heating process or involving the application of heat.

Lightning

Explosion

We will not indemnify You for Damage:

1. caused by the bursting of any boiler, economiser or other vessel, machine or apparatus belonging to You or under Your control in which internal pressure is due to steam only.

Aircraft (including any form of aerial device) and/or articles dropped from them

Riot, Civil Commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation

We will not indemnify You in respect of Damage:

1. arising from the cessation of work.
2. arising from confiscation or destruction or requisition by order of the Government or any public authority.
3. by fire caused by strikers or locked-out workers or persons taking part in labour disturbances or malicious persons.

Malicious Persons not acting on behalf of or in connection with any political organisation but only where Riot or Civil Commotion is also insured by this section

We will not indemnify You in respect of Damage (other than by Fire or Explosion):

1. by theft.

Earthquake

Theft or attempted theft

We will indemnify You for Damage caused by theft or attempted theft involving:

1. entry to or exit from any building at Your Premises by forcible and violent means excluding any damage to or from any structure which is incapable of being locked
2. violence or threat of violence to You or Your family.

We will not indemnify You for:

1. theft from any garden or yard or open space.
2. dishonest or fraudulent action by You or Your partners or directors or Employees or any person lawfully on the Premises.

Storm

We will not indemnify You for Damage:

1. caused by:
 - a) subsidence or ground heave or landslip.
 - b) Frost.
 - c) escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam.
2. Tools of Trade in the open or in open sided Buildings.

Flood

We will not indemnify You in respect of Damage:

1. caused by:
 - a) storm or tempest.
 - b) subsidence or ground heave or landslip.
 - c) Frost.
 - d) escape of water from any tank, apparatus or pipe.
2. attributable solely to change in the water table level.
3. to Tools of Trade in the open or in open sided Buildings.

Escape of Water from any tank, apparatus, pipe or an escape of fuel from any fixed oil heating installation

We will not indemnify You for Damage:

1. caused by water discharged or leaking from an automatic sprinkler installation.
2. caused by the gradual emission or seepage of contents from any fixed oil heating installation.

Impact by any animal, vehicle or train or watercraft or by goods falling from them, or collapse or breakage of television or radio receiving aerials or satellite dishes**Accidental Damage**

We will not indemnify You for Damage:

1. caused by or specifically excluded from any of the Insured Perils in this section.
2. caused by or consisting of:
 - a) inherent vice or latent defect, gradual deterioration, frost, wear and tear, faulty or defective design or materials.
 - b) faulty or defective workmanship, operational error or omission by You but this shall not exclude subsequent Damage which results from a cause not otherwise excluded.
3. caused by or consisting of:
 - a) Corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.
 - b) change in temperature, colour, flavour, texture or finish, the action of light or atmospheric conditions
 - c) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers or economisers or super heaters or pressure vessels or any range of steam and feed piping in connection therewith;
 - d) mechanical or electrical breakdown or derangement or overloading in respect of the item in which such breakdown or derangement originates;
but this shall not exclude:
 - i) such Damage not otherwise excluded which itself results from an Insured Peril or any other accidental cause.
 - ii) any subsequent Damage which itself results from a cause not otherwise excluded.
4. caused by or consisting of:
 - a) settling or shrinkage or expansion of foundations, walls, floors, ceilings or roof settlement or bedding down of new structures or extensions, subsidence, ground heave or landslip.
 - b) unexplained disappearance, unexplained shortage, inventory shortage, misfiling or misplacing of information.
 - c) electrical or magnetic disturbance or erasure of electronic recordings.
 - d) You voluntarily parting with the title or possession of any Tools of Trade.
 - e) cessation of work.
 - f) the solidification of molten material unless such Damage is directly caused by any other Insured Peril that is insured by this section.
5. to:
 - a) Tools of Trade in the open by wind, rain, hail, sleet, snow, flood or dust.
 - b) Tools of Trade insured in transit by air or sea or inland waterway or road.
6. to Tools of Trade resulting from its undergoing:
 - a) any process of production.
 - b) any process of packaging, treatment, testing, commissioning, cleaning, servicing, repair or any other similar process.

Non-Contribution

If the loss and/or Damage which is the subject of a claim under this section is or would, but for the existence of this section, be insured by any other insurance, We shall not be liable under this section except in respect of any amount beyond which would have been payable under such other insurance had this section not been in existence.

Limit of Our Liability

The maximum We will pay under this section shall not exceed:

1. the Sum Insured on each item or the total Sum Insured; or
2. any other maximum amount payable; or
3. limit of Our liability stated in Your Schedule.

Exclusions

The following exclusions apply to this section only and should be read in conjunction with the General Exceptions in Your Policy.

We will not indemnify You for:

1. consequential loss of any kind.
2. Damage caused by:
 - a) inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table, Your own faulty or defective design or materials;
 - b) faulty or defective workmanship, operational error or omission on the part of You or any of Your Employees;but this shall not exclude subsequent Damage which itself results from a cause not being an excepted cause under this section or otherwise excluded.
3. Damage caused by:
 - a) Corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.
 - b) change in temperature or atmospheric or climatic conditions;
 - c) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates; but this shall not exclude:
 - i) such Damage which itself results from an Insured Peril or from any other cause not being an excepted cause under this section or otherwise excluded.
 - ii) subsequent Damage which itself results from a cause not being an excepted cause under this section or otherwise excluded.
4. any loss from an unattended vehicle or trailer vehicle between 9pm and 6am unless secured within a locked building or gated and secure compound.
5. Damage caused by:
 - a) acts of fraud or dishonesty by You, Your Family or Your Employees.
 - b) unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
 - c) any process of fitting, testing, servicing, repair, renovation or adjustment.
6. the Excess stated in Your Schedule.

Conditions

The following conditions apply to this section only and should be read in conjunction with the General Conditions in Your Policy.

Automatic Reinstatement

In the absence of written notice from Us to the contrary, the Sum Insured by this section shall not be reduced by the amount of loss and in return You undertake to pay the appropriate additional premium at a rate to be agreed on the amount of the loss from the date thereof.

Average

Where a Sum Insured is subject to Average as stated in your Schedule, if at the time of the Damage, the Sum Insured is less than the actual value of the Property, You will be considered as Your own insurer for the difference and bear a proportionate share of the Loss.

Basis of Claims Settlement Condition

The basis of settlement under this section shall be as stated in Your Schedule.

Reinstatement

For this purpose “reinstatement” means:

- a) the rebuilding or replacement of Tools of Trade lost or destroyed which provided Our liability is not increased may be carried out:
 - i) in any manner suitable to Your requirements.
 - ii) upon another site.
- b) repair or restoration of Tools of Trade damaged.

In either case to a condition equivalent to or substantially the same as, but not better or more extensive than its condition when new.

Provided that:

1. Our liability for the repair or restoration of Tools of Trade damaged in part only shall not exceed the amount which would have been payable had such Tools of Trade been wholly lost or destroyed.
2. If Average is stated shown on in Your Schedule as operative, applicable if at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Tools of Trade covered by any item subject to this Basis of Claims Settlement Condition exceeds its Sum Insured at the commencement of any Damage, Our liability shall not exceed that proportion of the amount of the Damage which the Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such Tools of Trade at that time.
3. No payment beyond the amount which would have been payable in the absence of this Basis of Claims Settlement Condition shall be made:
 - a) unless reinstatement commences and proceeds without unreasonable delay.
 - b) until the cost of reinstatement shall have been actually incurred.
 - c) if the Tools of Trade Insured at the time of the Damage shall be insured by any other insurance effected by You or on Your behalf which is not upon the same basis of reinstatement.
4. All the terms and Conditions of this Policy shall apply:
 - a) in respect of any claim payable under the provisions of this Basis of Claims Settlement Condition except insofar as they are varied hereby.
 - b) where claims are payable as if this Basis of Claims Settlement Condition had not been incorporated.
5.
 - a) when We decide or are required to reinstate or replace any Tools of Trade Insured, You will at Your own expense provide all such plans, documents, books and information as We may be reasonably required.
 - b) We will not be obliged to reinstate Tools of Trade Insured exactly, but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of any one item is the Sum Insured less in all cases the Excess.

Indemnity

For this purpose “Indemnity” means the current market value after allowance for wear and tear at the time of Damage or, at Our option, the cost of reinstatement or replacement of such Tools of Trade or any part of it in the same or similar condition that the Tools of Trade was in immediately prior to the Damage.

Provided that:

if Average is stated in Your Schedule as applicable, if at the time of Damage the Sum Insured for the item is less than 85% of the value of the item insured, then Our liability shall be limited to that proportion of the Damage which the Sum Insured bears to the value of Your Tools of Trade.

Public Liability

Cover

We will indemnify You against all sums that You become legally liable to pay as Compensation and Costs and Expenses in respect of:

1. Injury to any person;
2. loss of or Damage to tangible property;
3. nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air or water or other easement;

occurring during the Period of Insurance within the Territorial Limits in the course of Your Business.

Limit of Our Liability

Our liability for Compensation payable under this section to any claimant or number of claimants as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one Event or original cause shall not exceed the Limit of Indemnity stated in Your Schedule.

Costs and Expenses payable under this section will be paid in addition to the Limit of Indemnity except that in respect of any claim brought in North America, the Limit of Indemnity shall be the maximum amount payable including Costs and Expenses.

Extensions

The following extensions apply to this section only.

Movement of Vessels

We will indemnify You for Damage moving, demonstration, tuition or trial trips carried out, on third party vessels in Your care, custody or control, provided the trip is within a radius of one hundred (100) miles from the premises from which You are working or the place of launch or mooring location and:

1. for periods not exceeding four hours duration any one trip; and
2. on vessels not exceeding the length stated in Your Schedule; or
3. on vessels that are not a prototype or original model, designed, built, constructed or assembled by You prior to sale, hand over or delivery of such vessel; or
4. at a speed not exceeding forty five (45) knots.

Consequences of Faulty Workmanship

Notwithstanding Exception 3 of this section, We will Indemnify You in respect of Your legal liability arising out of the consequences of Your faulty workmanship.

Exceptions

The following exceptions apply to this section only and should be read in conjunction with the General Exceptions in Your Policy.

We will not indemnify You for:

1. **Vessels:**
 - a) **Brokerage agreement** - liability arising out of Damage to vessels which are the subject of a brokerage agreement and where liability attaches solely as a result of that agreement.
 - b) **Deliveries** - liability arising out of the delivery by You of a vessel on the water under a pre-arranged contract for a separate and specified fee unless the delivery forms part of a sale or repair contract.
 - c) **In build** - liability arising out of Damage to vessels under construction or in the course of assembly unless You are working under the authority of a main contractor.
 - d) **Ministry of Defence** - liability arising out of any activity undertaken by You or on Your behalf on vessels used for Ministry of Defence purposes, other than Tenders or Rigid Inflatable Boats.

- e) **Non-recreational craft** – liability arising out of work carried out by You on any vessel over twenty four (24) metres in length used for non-recreational/commercial purposes unless optional extension Work on Non Recreational Craft is stated in Your Schedule as operative.
- f) **Ownership/Management** – liability arising out of Your ownership, or the hiring in and/or the hiring out or management of any vessel by You or on Your behalf in connection with Your Business.
- g) **Towing** – liability arising out of You towing:
 - i) any Vessel outside a radius of one hundred (100) miles from the premises which you are working or the place of launch or mooring location. This limit does not apply to non-tidal inland waters and upstream of the Thames Flood Barrier.
 - ii) any person or any tangible property other than another Vessel or Marine Installation.
- 2. **Aerospace** – Liability arising from the ownership or possession or use or working on by You of any aircraft, missile or aerial device or hovercraft designed to travel through air or space or for aviation or aerospace purposes.
- 3. **Consequential Losses** – liability arising out of consequences other than Your faulty workmanship.
- 4. **Construction Work** - liability arising out of pile driving, quarrying, water diversion, the use of explosives, the construction of roads or the laying of underground services.
- 5. **Contracts** - liability arising out of the non-performance, non-completion or delay in completion of any contract or agreement.
- 6. **Contractual Liability** - liability arising out of Contractual Liabilities other than any liabilities attaching by means of the British Marine current Terms of Business.
- 7. **Defective Premises** - the costs of remedying any defect or alleged defect in land or premises sold or disposed of by You or for any reduction in value thereof.
- 8. **Diving** - liability arising out of any diving activities below a depth of three (3) metres.
- 9. **Excess** - the Excess stated in Your Schedule.
- 10. **Faulty Workmanship** – The costs of making good any faulty design or workmanship carried out by You or on Your behalf.
- 11. **Goods in Transit** - liability arising out of Damage to goods in transit except in connection with the collection or delivery of any vessel not owned by You, which You have sold or upon which You have undertaken or are undertaking work for a price.
- 12. **Height work** - liability arising out of the carrying out of work more than twenty (20) metres above the deck of any vessel or floor level, unless We have specifically agreed in writing to a greater height.
- 13. **Libel or slander** - liability arising from or caused by the publication or utterance, by You or on Your behalf, of a libel or slander.
- 14. **Loss of use** - liability in respect of any loss of use, earnings, profit or revenue arising out of or in connection with any non-recreational/commercial vessel.
- 15. **Mechanical plant** - liability arising out of the ownership, possession or use by You or on Your behalf, of any Vehicle, trailer or mobile plant which is licenced for road use for which compulsory motor insurance or security is required or which is more specifically insured other than:
 - a) mechanical plant working as a tool of trade on any site where You are working or at Your Premises.
 - b) liability arising during the act of loading or unloading any such motor Vehicle, trailer or mobile plant where indemnity is not granted by any other insurance.
 - c) where described above under the Contingent Motor Liability extension.
- 16. **Plans/Copyrights** - liability arising out of infringement of plans, copyright, patent, trade names, trademarks or registered design.
- 17. **Products Supplied** - liability arising out of Products Supplied after they have ceased to be in Your custody or control other than:
 - a) food or drink sold or supplied for consumption by Your visitors
 - b) the disposal of furniture and office equipment originally intended solely for use by You in connection with Your Business and which is no longer required for that purpose.
- 18. **Salvage** - liability arising out of any salvage operation under a pre-arranged contract.
- 19. **Trespass/Nuisance** - liability arising out of nuisance, trespass, obstruction or interference with any right of way, light, air or water occurring within the Territorial Limits deliberately caused by You or on Your instructions whilst engaged in supervisory duties during the period of insurance in connection with Your Business.

Products Liability

Cover

We will indemnify You against all sums that You become legally liable to pay as Compensation and Costs and Expenses in respect of:

1. Injury to any person;
2. loss of or Damage to tangible property;

occurring during the Period of Insurance within the Territorial Limits caused by any Product Supplied.

Costs and Expenses

Costs and Expenses payable under this section will be paid in addition to the Limit of Our Liability except that in respect of any claim brought or made in North America, in which case the Limit of Our Liability shall be the maximum amount payable including Costs and Expenses.

Limit of Our Liability

Our liability for Compensation payable in respect of any claim or series of claims against You as a result of or arising out of one Event and in the aggregate in any one Period of Insurance shall not exceed the Limit of Indemnity stated in Your Schedule.

Exceptions

The following exceptions apply to this section and should be read in conjunction with the General Exceptions in Your Policy.

We will not indemnify You against legal liability in respect of:

1. **Products Supplied:**
 - a) **Aerospace** - any Product Supplied which to Your knowledge is for use in or on any aircraft, missile or for aviation or aerospace purposes.
 - b) **Care, custody or control** - any Product Supplied which is in Your care, custody or control.
 - c) **Contractual Liability** - liability attached to You solely by virtue of any contract or agreement in connection with any Products Supplied.
 - d) **Failure to perform** - the cost of or associated cost of the failure of any Product Supplied by You to perform in accordance with any recommendation or representation made.
 - e) **Jurisdiction** - liability arising out of or in connection with Products Supplied if an action for damages is brought against You in any court outside the Geographical Limits as stated in the General Definitions.
 - f) **Offshore** - Products Supplied to any offshore, accommodation, exploration, drilling or production rig or platform or support vessel with the exception of wind farm support vessels.
 - g) **Refunds/recalls/rectification** - loss of or damage to any Product Supplied or for the costs incurred of making refunds, recalls, removal, repair, reapplying, rectifying, alteration, replacement or reinstatement of such Product Supplied or any part thereof.
2. **Financial Loss** - pure financial loss that is not consequent upon Injury to any person or loss of or Damage to tangible property.

Extensions applicable to Public & Products Liability

Consumer Protection Act and Food Safety Act costs

We will indemnify You in respect of legal costs and expenses incurred with Our prior written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising in respect of a breach of Part II of The Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990 or Part II of the Food Safety (Northern Ireland) Order 1991, provided that the proceedings relate to an offence alleged to have been committed in the course of Your Business and during the Period of Insurance.

We will not indemnify You in respect of:

1. fines or penalties.
2. costs and expenses insured by any other policy.
3. proceedings consequent upon any deliberate management decision, act or omission of management. The maximum amount We will pay shall not exceed the Limit of Our Liability.

Contingent Motor Liability

Notwithstanding Exception¹⁴ relating to Public Liability, We will indemnify You in respect of Your legal liability arising out of the use, in the course of Your Business, of any motor vehicle not owned, provided or being driven by You anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, provided that this indemnity shall not apply:

1. in respect of Damage to the Vehicle or to any property conveyed therein.
2. whilst the Vehicle is being driven by You or any person with Your general consent who to our knowledge, or anyone on Your behalf, 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.
3. in respect of which You are entitled to indemnity under any other insurance.
4. in respect of liability arising from circumstances in which it is compulsory for You to insure or provide security in respect of such Vehicles as a requirement of relevant road traffic legislation.

Contractual Liability and Indemnity to Principal

Notwithstanding the Contractual Liability exception 6 of the Public Liability section and exception 1c of the Products Liability section, We will provide cover under the Public Liability and Products Liability sections in respect of Injury or loss of or damage to tangible property as follows:

To the extent that any contract or agreement entered into by You with any Principal so requires, We will indemnify You against liability assumed by You and the Principal in like manner to You, in respect of the liability of the Principal where the liability arises out of the performance by You of such contract or agreement provided that:

1. the conduct and control of claims is vested in Us.
2. the Principal shall observe, fulfil and be subject to the terms of Your Policy so far as they apply.
3. the indemnity shall not apply in respect of liquidated damages or any penalty clause.
4. the indemnity shall not apply in respect of loss or damage against which You are required to effect insurance under the terms of the Joint Contracts Tribunal Standard of Building Contract 1963 Edition Clause 19 (2) (a) 1980 Edition Clause 21.2.2 or any subsequent amendments thereof or any form of contract requiring a similar indemnity.
5. where indemnity is granted to any Principal, We will treat each Principal and You as though a separate Policy had been issued to each of them, provided that the total amount of indemnity payable to all parties shall not exceed the Limit of Indemnity of any section stated in Your Schedule.

Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of legal costs and expenses with Our prior written consent and costs awarded against You arising in connection with any criminal proceedings (including an appeal against any conviction resulting from such proceedings) as a result of a charge or investigations in connection with an offence committed or alleged to have been committed during the Period of Insurance and in the course of Your Business under the Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the Channel Islands or the Isle of Man provided that:

1. Our liability under this extension shall be limited to a maximum amount of £1,000,000 any one occurrence and in the aggregate in any one Period of Insurance.
2. this extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
3. We consent to the appointment of any solicitor or counsel, acting on Your behalf.
4. You immediately notify Us of receipt of any summons or other process, served upon You, which may give rise to proceedings arising from the cover under this extension.

5. Counsel has advised, having been provided with all information requested by Us from You, that there is a strong probability that the appeal will be successful.

We will not indemnify You:

1. if You have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide.
2. for any fines or penalties of any kind.
3. where You can obtain indemnity for the costs of defending criminal proceedings in relation to corporate manslaughter or corporate homicide from any other source or insurance or where but for the existence of this extension the Insured would have obtained indemnity from any other source or insurance.
4. where Counsel has advised, having been provided with all information requested by Us from You, that there is a strong probability that the appeal will be unsuccessful.

Data Protection Act 1998

We will indemnify You against all sums You become legally liable to pay as Compensation together with Costs and Expenses under section 13 of the Data Protection Act 1998 caused in connection with Your Business during the Period of Insurance provided that You are:

1. a registered user in accordance with the terms of the Act.
2. not in business as a computer bureau.

The total amount payable including all Costs and Expenses under this extension in any one Period of Insurance is limited to £250,000.

The indemnity provided by this extension shall not apply to:

1. legal liability caused by any deliberate act or omission by You, the result of which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission.
2. legal liability caused by any act of fraud or dishonesty.
3. the costs and expenses of rectifying, rewriting or erasing data.
4. legal liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person.
5. the payment of fines or penalties.
6. claims which arise out of circumstances notified to previous insurers or known to You at inception of this Policy.
7. legal liability where indemnity can be provided by any other insurance.

Health and Safety at Work Costs

We will indemnify You in respect of Legal Costs and Expenses with Our prior written consent and costs awarded against You arising in connection with any criminal proceedings (including an appeal against any conviction resulting from such proceedings) as a result of an offence committed or alleged to have been committed during the Period of Insurance and in the course of Your Business under the Health and Safety at Work Act 1974 or similar safety legislation of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man provided that the proceedings relate to the health safety or welfare of Employees.

We will not indemnify You for:

1. fines or penalties.
2. costs and expenses insured by any other policy.
3. proceedings as a result of a deliberate management decision, act or omission of management.

The maximum amount We will pay for this extension shall not exceed £5,000 in any one Period of Insurance.

Overseas Personal Liability

We will indemnify You or Your spouse or civil partner or child, against Your legal liability incurred in a personal capacity whilst temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man but excluding North America, in connection with Your Business.

The indemnity will not apply to legal liability:

1. arising out of the ownership or occupation of land or buildings.
2. where any person referred to above is entitled to indemnity under any other insurance.
3. arising out of contractual liability.
4. in respect of Bodily Injury to any person entitled to indemnity under this extension.
5. arising out of the carrying on of any business, profession, trade or employment.
6. arising out of the ownership, possession or use of animals other than horses or domestic cats or dogs.

Exceptions applicable to Public & Products Liability

The following exceptions apply to both sections:

1. **Advice for a fee** - liability arising out of any surveys, condition reports, valuations, advice, instruction, consultancy, treatment, design, formula, specification, inspection, certification or testing, performed and/or provided by You or on Your behalf for a fee or in circumstances where a fee would normally be charged.
2. **Asbestos**
We will not provide indemnity in respect of:
 - a) exposure to;
 - b) inhalation of;
 - c) fears of the consequences of exposure to or inhalation of;
 - d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of;
Asbestos, Asbestos Dust or Asbestos Containing Materials
3. **Damages** - punitive, exemplary, aggravated, restitutionary or liquidated damages or any additional damages resulting from the multiplication of compensatory damages.
4. **Employees** - liability arising out of Injury to any of Your Employees.
5. **Faulty Workmanship** – The costs of making good any faulty design or workmanship carried out by You or on Your behalf.
6. **Fines/Penalties** - any fine or penalties.
7. **Pollution or Contamination**
We will not indemnify you in respect of Pollution or Contamination:
 - a) occurring in the United States of America or Canada or dependency or trust territory
 - b) occurring elsewhere unless caused by a sudden, identifiable, unintentional and unexpected incident which takes place in its entirety at a specific moment in time and place during the Period of Insurance.
 All Pollution or Contamination which arises out of one event shall be deemed to have occurred at the time such event takes place.
Our liability for all Compensation together with Costs and Expenses payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance will not exceed in the aggregate the Limit of Indemnity shown in Your Schedule in respect of any section of the Legal Liabilities section.
For the purposes of this exclusion and limitation "Pollution or Contamination" shall be deemed to mean:
 - a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
 - b) all loss of damage to Property or injury, directly or indirectly caused by such pollution or contamination.
8. **Property** - liability arising out of the loss of or Damage to property belonging to You, held in trust by You or in Your care, custody or control or which is leased, let, rented, hired or lent to You.
This exclusion shall not apply in respect of vessels, trailers or property which are in Your custody or control and for which you are legally liable for.

Business Legal Expenses Insurance

This cover is insured by AmTrust Europe Limited and administered by Arc Legal Assistance.

In the event of a valid claim under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other **Professional Adviser's** fees unless court **Proceedings** are issued, or a Conflict of Interest arises. Where, following the issue of court **Proceedings**, **You** have elected to use a **Professional Adviser** of **Your** own choice, **Advisers' Costs** payable by **Us** will be limited to no more than (a) **Our Standard Advisers' Costs** or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

Important Conditions

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Claims Made

This is a "Claims Made" insurance contract which means it only covers claims notified to **Us** during the **Period of Insurance** and within 180 days, of any circumstance which may give rise to any claim. Failure to do so would lead **Us** to decline a claim for indemnity under this insurance.

Prospects of Success

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Professional Adviser**. If the **Professional Adviser** determines that there is not more than a 50% chance of success then **We** may decline or discontinue support for **Your** case.

Proportional Costs

An estimate of the **Professional Costs and Expenses** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Professional Costs and Expenses** will be provided with the assessment of **Your** case and will be carried out by the independent **Professional Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

Duty of Fair Presentation

You are responsible for disclosing, in a clear, accessible and comprehensive way, all information which **You** should be aware would influence the **Insurer's** decision to provide insurance to **You** on the terms agreed.

Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

Definitions

Aggregate Limit

The maximum **We** will pay for **Insured Events** during the **Period of Insurance** that lead to a claim under this insurance. The **Aggregate Limit** is £1,000,000.

Conditional Fee Agreement

An agreement between **You** and the **Professional Adviser** or between **Us** and the **Professional Adviser** which sets out the terms under which the **Professional Adviser** will charge **You** or **Us** for their own fees.

Conflict of Interest

There is a **Conflict of Interest** if **We** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

Data Controller

The party which determines the purpose for, and the manner in, which personal data are, or are to be, processed.

Data Protection Legislation

The relevant **Data Protection Legislation** in force in the United Kingdom at the time of the **Insured Event**.

Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

Geographical Limits

For Uninsured Loss Recovery:	Worldwide
For Bodily Injury and Contract Disputes:	The European Union
For all other sections:	United Kingdom, The Channel Islands or The Isle of Man

HMRC

H.M. Revenue and Customs in the United Kingdom.

Insured Event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

In accountancy matters the **Insured Event** arises on the date that **You** or **Your Professional Adviser** are contacted either verbally or in writing, by the relevant department of **HMRC** advising **You** of either dissatisfaction with **Your** returns, or amounts paid, or notice of intention to investigate.

In criminal cases the **Insured Event** will be the date that **You** commenced or are alleged to have commenced to violate the criminal law in question.

For the purposes of the **Limit**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause.

Insurers

AmTrust Europe Limited

Legal Helpline

The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which may give rise to a claim under this insurance.

Limit

The maximum sum payable by **Us** under a section of cover after calculating all **Professional Costs and Expenses** incurred in **Proceedings** in respect of an **Insured Event**, subject to the **Aggregate Limit**.

The **Limits** for each section of cover are as stated below:

Tax Disputes:	£50,000
All other sections:	£100,000

Period of Insurance

The period of cover shown on **Your** insurance schedule.

Proceedings

Civil, criminal, tribunal or arbitration proceedings or appeals arising from them brought in the **Geographical Limits**.

Professional Adviser

Our panel solicitors, or their agents, an accountant or other appropriately qualified person, firm or company appointed by the **Insurers** to act for **You**, or, and subject to the **Insurers** agreement, where **Proceedings** have been issued, another legal adviser nominated by **You**.

Professional Costs and Expenses

Unrecovered fees and disbursements properly and necessarily incurred by the **Professional Adviser** with **Our** prior written authority and any costs incurred by a third party, on the standard basis of any **Proceedings**, for which **You** may be made liable by order of a court or by agreement.

Standard Professional Costs and Expenses

The level of **Professional Costs and Expenses** that would normally be incurred by **Us** in using a **Professional Adviser** of **Our** choice.

Statutory Licence

A licence issued under statute or statutory instrument or by government or local authority to **You** where the licence is necessary to engage in **Your** business or trade.

Vessel

The vessel insured under the policy to which this cover attaches and shown on **Your** insurance schedule.

We/Us/Our/Ourselves

Arc Legal Assistance Limited acting on behalf of **Insurers**.

You/Your

The person(s) shown on **Your** insurance schedule.

Cover

This insurance provides indemnity in respect of **Professional Costs and Expenses** up to the **Limit** where:

- a. the **Insured Event** takes place in the **Period of Insurance** and within the **Geographical Limits**; and
- b. the **Proceedings** take place within the **Geographical Limits**

Bodily Injury

What is insured

Professional Costs and Expenses incurred by **You** in the pursuit of **Proceedings** for damages, specific performance or injunction arising from or out of **Your** death or bodily injury.

This cover extends to include members of **Your** family who suffer bodily injury following an event that also causes bodily injury to **You**.

If the **Proceedings** are going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims track limit, the **Professional Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Proceedings** in full or in part. If the damages **You** are claiming are below the small claims track limit **Professional Costs and Expenses** will not be covered but **You** can access the **Legal Helpline** for advice on how to take **Your** case further.

What is not insured

Claims

- For an accident / incident giving rise to bodily injury or death which occurred prior to the start of the first **Period of Insurance**
- For any sickness or disease or any naturally occurring condition or degenerative process
- For a condition which manifested itself prior to the start of the first **Period of Insurance**
- For the defence of any claim for bodily injury
- For medical negligence

Prosecution Defence for Employers

What is insured

Professional Costs and Expenses incurred by **You** arising from any act or omission - or alleged act or omission - which leads to **Your** prosecution in a court of criminal jurisdiction.

What is not insured

Claims

- Arising from deliberate discrimination by **You** amounting to an act of unlawful discrimination
- For criminal prosecutions brought under Health and Safety legislation
- For damages, compensation, interest, fines, costs or other penalties that **You** are ordered to pay by a court of criminal jurisdiction
- Arising from a prosecution relating to the use, navigation or control of the **Vessel**
- Arising from **Your** prosecution alleging:
 - a. Intentional obstruction of a person in the execution of a warrant issued under **Data Protection Legislation** by **You**
 - b. **Your** failure to give a person executing such a warrant the assistance they reasonably require for its execution

Contract Disputes

What is insured

Professional Costs and Expenses arising from any dispute between **You** and a customer or supplier about a contract for the supply of goods or services entered into after the start of the first **Period of Insurance** and where the total amount in dispute, or the amount due to be paid at the time of the dispute is at least £250 but no more than £10,000.

What is not insured**Claims**

- For any **Insured Event** which occurs within 90 days of the start of the first **Period of Insurance**
- For the recovery of a debt from a customer where the customer does not dispute that the money is owed to **You**
- For any dispute **You** may have as a landlord or a tenant in connection with a lease or licence or tenancy agreement
- Arising from professional negligence for damages in addition to the value of the disputed contract amount or any other matter where cover would be available under an employers', professional, public or products liability policy
- For the defence of any matter which should be covered under a professional indemnity insurance
- Arising from the sale, lease, service, repair or test of a motor vehicle
- Arising from a dispute over a financial services product, including payments which may be due under an insurance policy
- Arising from any licence or franchise agreements

Statutory Licence Protection**What is insured**

Professional Costs and Expenses incurred by **You** in an appeal to the relevant statutory body, or in **Proceedings** where the relevant authority suspends, revokes, alters the terms of or refuses to renew **Your Statutory Licences**.

What is not insured**Claims**

- Arising from an original application or standard renewal of a licence;
- Arising from a criminal prosecution;
- Where **You** are engaged in the following trades:
 - a. Gaming gambling and night clubs
 - b. Gentlemen's clubs and other venues providing entertainment in the form of lap dancing, table dancing, pole dancing and / or where striptease and / or erotic dance is regularly performed
 - c. Fairgrounds and amusement arcades

Tax Disputes**What is insured**

Professional Costs and Expenses incurred by **You** and arising directly from:

a. HMRC Enquiries and Disputes

- A full enquiry by **HMRC** into **Your** corporation tax return following the issue of formal notification by **HMRC**
- Any challenge in writing by **HMRC** of the accuracy or completeness of returns submitted in accordance with the PAYE regulations following a compliance check or routine inspection undertaken by **HMRC** into the operation of PAYE

b. VAT Disputes

- A dispute following a compliance check or routine inspection undertaken by **HMRC** of **Your** VAT record-keeping;
- An enquiry held under Section 60 or 61 of the VAT Act 1994 or any matters handled by the National Investigations Service of **HMRC** providing that at the culmination of such investigation it is proved that **You** were not found guilty of dishonesty, fraud or fraudulent intent.

What is not insured**Claims**

- a. Involving criminal proceedings or alleged fraudulent evasion of tax, and any case dealt with by Special Civil Investigations Office, Boards Investigation Unit of any other special office of **HMRC**
- b. Arising from or relating to attendance at a compliance and / or control review or routine inspection undertaken by **HMRC** (PAYE / NIC and / or VAT)
- c. Where deliberate miss-statements have been made in respect of accounts, returns or any other submissions made to the relevant authorities
- d. Where **You** have failed to give **Your** business status to the relevant authorities within a statutory period
- e. Which originate from any enquiry, investigation or dispute which existed before the first **Period of Insurance**

- f. Involving tax or National Insurance contributions avoidance schemes
- g. Which occurs during the first 60 days of the first **Period of Insurance**
- h. Where **You** have failed to maintain or submit accurate, truthful and up to date records, or where returns have not been submitted within statutory time limits or requirements
In respect of any dispute arising under the National Minimum Wage Act 1998 or the Tax Credits Act 2002
- i. In any claim where **You** have adopted a tax avoidance scheme
- j. In respect of the preparation or rectification of self-assessment tax returns, accounts, P11Ds, P35s, VAT returns or any other statutory returns or for any professional fees incurred for the routine presentation of **Your** affairs, including the reconciliation of annual accounts with VAT returns

Professional Costs and Expenses

- a. Incurred in dealing with technical or routine matters not connected with or arising out of an expression of dissatisfaction with **Your** affairs
- b. Incurred in dealing with aspect enquiries
- c. Incurred in dealing with any deficiencies in books, records, accounts or returns including the costs of repairing a return
- d. Arising after **You** receive a notice telling **You** that the enquiry has been completed
- e. Arising from or relating to a Tax Tribunal

Conditions applicable to Tax Disputes

- a. **You** must have maintained and must continue to maintain accurate, truthful and up to date records and make returns in accordance with statute and account conventions acceptable to **HMRC** and other agencies and have made all returns and payments except those which are disputed and provided information to these bodies where applicable
- b. **You** must contact the **Legal Helpline** as soon as possible on 0344 770 1040 after the **Insured Event** and comply with the advice given
- c. **You** or **Your Professional Adviser** should notify **Us** by contacting the **Legal Helpline** as soon as possible if **You** receive any invitation by **HMRC** to make an offer in settlement
- d. In respect of **HMRC** enquiries **Your Professional Adviser** must provide a copy of the **HMRC** notice of enquiry and a copy of the return giving rise to the enquiry

Uninsured Loss Recovery

What is insured

Professional Costs and Expenses incurred by **You** to pursue damages claims arising from an accident whilst **You** are on, boarding or alighting the **Vessel** against those whose negligence has caused **You** to suffer loss of an insurance policy excess or other out of pocket expenses.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims court limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will be covered subject to the conditions applicable to this insurance.

Representation

What is insured

Professional Costs and Expenses incurred by **You** for representation at an interview by either the Marine Accident Investigation Board or the Health and Safety Executive arising from an **Insured Event**.

What is not insured

An **Insured Event** where criminal charges have been brought against **You**.

TELEPHONE HELPLINES

Business Legal & Tax Helpline

The helpline service may be used to discuss any business legal or tax problem concerning **You**. Simply telephone **0344 770 1040** quoting “**60167**” and ask to speak to a legal adviser. This service is here to help **You**. Do not hesitate to make full use of it. In particular if something **You** are proposing to do may result in a claim, **You** must use the helpline first.

GENERAL EXCLUSIONS

Exclusions applicable to all sections of cover

We will not be liable for

- Claims where **You** are not engaged in the business activities stated in **Your** Schedule
- **War and similar risks:**
Any consequence of:
 - a. War, invasion, terrorism, piracy, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power
 - b. Confiscation, destruction, requisition, nationalisation or seizure by order of the Government or public authority
- **Radioactivity**
Any expense, directly or indirectly arising from:
 - a. Ionising radiation 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 nuclear assembly or nuclear component
- **Professional Costs and Expenses incurred**
 - a. Where the **Insured Event** had commenced or occurred:
 - Before this policy started; or
 - On, or after the renewal of this policy and which **You** knew, or should have known, could result in a claim;
 - b. For the pursuit, continued pursuit or defence of any claim if the **Insurers** consider the likely settlement amount is disproportionate compared with the time and expense incurred
 - c. Where at, or prior to, the start of the first **Period of Insurance**, in **Our** reasonable judgment, **You** should have realised that a claim might occur
 - d. Prior to written confirmation from **Us** that the claim has been accepted or **Professional Costs and Expenses** beyond those for which **We** have given **Our** prior approval in accordance with the terms and conditions of the cover
 - e. Where **You** fail to instruct or give proper instructions to **Us** or to the **Professional Adviser**
 - f. Where **You** are responsible for anything which in **Our** opinion prejudices success in the prosecution, defence or settlement of the **Proceedings**
 - g. Where **You** fail to provide evidence or information required by **Us** to establish whether support can be provided under this cover
 - h. Where **You** are responsible for anything which in **Our** opinion prejudices **Our** position in respect of the **Proceedings**
 - i. In respect of the amount in excess of **Our Standard Professional Costs and Expenses** where **You** have elected to use a **Professional Adviser** of **Your** own choice
 - j. Where the **Insured Event** occurs outside of the **Geographical Limits**
 - k. In defending or pursuing new areas of law or test cases
 - l. in avoidable correspondence
 - m. Which are recoverable from a court, tribunal or elsewhere
 - n. Incurred in respect of any claim where, but for the existence of this policy **You** would be entitled to indemnity under any other policy or certificate or, but for a breach or alleged breach, by **You** of the terms of the other policy or certificate
 - o. Damages, interest, fines or other penalties which **You** are ordered to pay unless provided for in this cover
 - p. The costs of an appeal unless **We** have given **Our** prior written consent to such costs being incurred

- q. The fees of an expert witness without **Our** approval being obtained for the appointment of the expert witness and to the amount of his fees
 - r. Prior to the issue of court **Proceedings**, the legal costs and disbursements of a firm of solicitors instructed by **You** other than those of **Our** panel solicitors or their agents
- **Claims**
 - a. Where **You** fail to comply with the conditions of this insurance
 - b. Arising from any deliberate criminal act or omission by **You**
 - c. Involving prosecutions which allege dishonesty or intentional violence
 - d. Notified to **Us** more than 180 days after the **Insured Event**
 - e. For an application for a judicial review
 - f. Made by or against **You** against or by **Us**
 - g. Directly or indirectly caused by, contributed to or arising from:
 - i. Subsidence or mining or quarrying activities
 - ii. Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements (other than claims under employment cover) and passing off
 - iii. Computer software except operating systems and packaged software that have not been tailored by the supplier to the customer's own requirements
 - iv. Actual, planned or proposed works by or under the order of any government or public or local authority
 - v. Planning law including town and country planning legislation
 - vi. The construction of or structural alteration to buildings or parts of buildings
 - vii. Libel or slander or malicious falsehood
 - h. Where **You** act without **Our** consent or contrary to or in a manner different from **Our** advice or that of **Your Professional Adviser**
 - i. Made under this cover which do not arise from or relate to the business insured under this policy
 - j. Relating to prosecutions arising out of deliberate discrimination amounting to an act of unlawful discrimination
 - k. Which are false or fraudulent

CONDITIONS

Cancellation

You may cancel this insurance at any time by writing to **Your** insurance advisor providing 14 days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance. No refund of premium shall be made.

We may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**.

We will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- Where **We** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- Where it is found that **You**, deliberately, or recklessly, disclosed false information or failed to disclose important information

Appointing a Professional Adviser

- a. At any time before **Proceedings** are issued **We** will:
 - i. Take over the claim and deal with it in **Your** name
 - ii. Appoint solicitors to act for **You** as **Professional Adviser**

- b. If **Proceedings** need to be issued:
- i. **You** may inform **Us** of **Your** choice of a **Professional Adviser**. **We** may accept such choice if the **Professional Adviser** confirms in writing that they will co-operate with **You** to enable **You** to keep to the terms of this insurance. Where **We** agree to **Your** own choice of **Professional Adviser** this insurance will not cover any amount in excess of **Our Standard Professional Costs and Expenses**
 - ii. If **We** and **You** cannot agree with **Your** choice of **Professional Adviser**, **You** may suggest another. If **We** still cannot agree upon a suitable **Professional Adviser**, **We** shall ask the Law Society to choose a solicitor to act. Both **We** and **You** must accept their decision
- c. If **Your Professional Adviser** refuses to continue acting for **You** for reasonable cause or **You** discontinue **Your** instructions then **Our** liability will stop at once unless **We** agree to the appointment of another **Professional Adviser**

Conducting Proceedings

You will instruct the nominated **Professional Adviser** to:

- a. Provide **Us** immediately with an opinion of the prospects of success, an estimate of the total costs likely to be incurred, and details of the charging rate; and
- b. Keep **Us** fully and promptly advised of the progress of the case, of any change in their view of prospects of success and / or their estimate of costs during the **Proceedings**. If they do not comply, all liability under this cover will cease

We will meet the **Professional Adviser's** costs and expenses of dealing with the **Proceedings** which have been agreed in advance by **Us** - both amount and purpose - and as long as prospects of success remain reasonable.

Our right to information

We will have direct access to the **Professional Adviser** at all times and **You** will co-operate fully with **Us** and keep **Us** informed of all material developments.

We will be entitled to obtain any information, copy document, account or correspondence relating to the **Proceedings**, whether or not it is privileged and **You** will give any instructions to the **Professional Adviser** which might be required immediately.

We will be notified as soon as possible by **You** or the **Professional Adviser** of any offer or payment into court made with a view to settlement.

If any offer or payment into court is not accepted by **You** but **We** reasonably consider the outcome of the **Proceedings** to be equally or less favourable to **You** than the offer of payment, **We** will have no liability in respect of any further **Professional Costs and Expenses** unless **We** have given **Our** agreement for **Proceedings** to continue.

If **You** are not satisfied with **Our** decision, the dispute must be resolved under the terms of the Disputes condition, below.

Co-operation

You will co-operate with **Us** at all times and reply promptly to any correspondence connected with the claim.

Investigation of the claim

We may **Ourselves**, or through **Our** servants, agents, solicitors or accountants, make **Our** own investigations into the claim and may, subject to **Your** approval which will not be withheld unreasonably, attempt to reach a settlement of the **Proceedings**.

Information to be given to the Professional Adviser

You will give all information requested by the **Professional Adviser** to him promptly and meet with him whenever requested.

Assessment of bills

If **We** request it, **You** will instruct the **Professional Adviser** to submit his bill of costs for assessment by the court or by the appropriate professional body.

Withdrawal and discontinuance

If **You** withdraw from or discontinue the **Proceedings** without **Our** prior agreement, the responsibility for payment of any **Professional Costs and Expenses** and third party costs will become **Yours**.

We will be entitled to reimbursement by **You** for any costs paid or incurred during the course of the **Proceedings**, including any **Professional Costs and Expenses** which **We** are obliged to pay because of **You** withdrawing or discontinuing.

Recovery of costs from third parties

You will, whenever reasonably possible, attempt to recover costs from a third party and will instruct the **Professional Adviser** accordingly.

Agreement

We will not be bound by any agreement to which **We** are not a party.

Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

If the independent opinion disagrees with **Our** view, **We** will pay the cost of obtaining it but if it supports **Our** view **You** will pay the cost.

Applicable Law

United Kingdom law allows for the **Insurers** and **You** to choose the law applicable to this insurance contract. **We** propose that the contract is governed by English law. If there is any dispute as to which law applies it shall be English law.

Language

The language for contractual terms and obligations will be English.

Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

Value Added Tax

If **You** are registered for VAT, the **Insurer** will not be liable to indemnify **You** for the VAT element of any legal expenses invoices.

Other insurances

If any claim covered under this policy is also covered by another legal expenses policy or primary insurance policy, or would have been covered if this policy did not exist, **We** will only pay in excess of any other cover.

Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgment
- c) Being able to achieve an outcome which best serves **Your** interests

Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy **We**, or the broker, may:

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known

Fraud

In the event of fraud **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**.
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

CUSTOMER SERVICE INFORMATION**HOW TO MAKE A CLAIM**

- Potential claims must be notified to **Us** by telephoning the **Legal Helpline** quoting “60167” and before instructing a **Professional Adviser**.
- **You** must make **Your** claim as soon as **You** are, or should reasonably have been, aware of any event which has resulted in, or could result in an **Insured Event**. (If **You** do not tell **Us** about this event within 180 days any claim resulting from that event will not be covered).
- **You** must follow the advice of the **Legal Helpline**.
- **Professional Costs and Expenses** incurred prior to **Our** accepting **Your** claim will not be covered under this insurance
- **You** can complete and submit **Your** claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively, **We** will send **You** a claim form which must be completed, giving a complete and truthful report of the facts of the claim, indicating any potential witnesses and any documentary evidence and return it to **Us** at the earliest opportunity.

Data Protection Act

Your details, **Your** insurance cover and claims will be held by **Us** and or the **Insurers** for underwriting, processing, claims handling and fraud prevention subject to the provisions of **Data Protection Legislation**.

Customer Service

Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right promptly. If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight weeks, if **You** are not satisfied with the delay **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us**. Further information about the service and eligibility is available at <http://www.financial-ombudsman.org.uk>.

Our contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel 01206 615000
Email customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel 08000 234 567
Email complaint.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** or the **Insurer** are unable to meet their obligations, **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements and eligibility is available at <http://www.fscs.org.uk/>

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

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