

Marine Trades Combined Policy Wording

This **policy** is a contract between **you** and **us** and is based upon the information **you** have given on **your** submission and any other information **you** have supplied.

We have agreed to insure **you** under the conditions and exclusions in this **policy** and any endorsements, during the **period of insurance** for which **you** have paid or agreed to pay the premium.

This **policy** is a legal contract and it is important that **you** read it carefully to ensure that it meets with **your** requirements. If it does not or if **your** insurance requirements change please let **your** insurance broker know immediately.

SEVERAL LIABILITY NOTICE

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.

08/94

LSW1001 (Insurance)

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

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General Definitions

The following words will have the same meaning wherever they appear in this **policy** unless otherwise stated. To help identify these words they will appear in **bold** in the **policy** wording.

Agreed Value

The amount stated in the **Certificate of Insurance** as the sum insured or limit of indemnity which represents the value of a **vessel** or **property** or **products** as declared by **you** and agreed to by **us**.

Bodily Injury

Death, injury, illness, disease or nervous shock.

Business

The **business** carried on anywhere in the **EUA** and principally administered or controlled within the **United Kingdom** including the following activities:

- (a) ownership, use, repair, maintenance and decoration of premises owned or used by **you**;
- (b) repair or maintenance of **vehicles**, **vessels**, or plant owned or used by **you**;
- (c) the provision and management of canteen, social, sports, educational and welfare organisations for the benefit of any **employee** and first aid, fire, security and ambulance services;
- (d) participation in exhibitions in connection with the **business** specified in the **Certificate of Insurance**; and
- (e) private work undertaken for **you** by any **employee** or for any director or **employee** with **your** prior consent.

Business Interruption Indemnity Period

The period beginning with the date of the loss destruction or damage indemnified by Section M and ending when **your business** ceases to be affected by such loss destruction or damage or the **maximum business interruption indemnity period**, whichever is the earlier in time.

Business Premises

The building(s) or **vessel(s)** from which **your business** is principally located and carried on from by **you** as agreed and shown on the **Certificate of Insurance**.

Certificate of Insurance

The document issued to **you** by **us** entitled "**Certificate of Insurance**" which details coverage, values and additional limitations.

Contract Work Executed

Work carried out on **your** behalf away from **your** normal place of **business** which at the time of the event giving rise to a claim under this **policy** is no longer under the control of **you** or of any **employee**.

Computer

All electronic equipment, installations and systems capable of processing or storage of electronically stored or represented information used for the purposes of **your business** and in the ordinary course are located in the **business premises**, including but not limited to operating systems, records, programs, software, code, discs, tapes, CDs, DVDs, memory sticks, memory cards or other similar devices.

Costs and Expenses

- (a) A third party's **costs and expenses** arising in respect of any claim against **you** which may be the subject of indemnity under this policy.
- (b) All **costs and expenses** incurred by **you** with **our** written consent in respect of any claim against **you** which may be the subject of indemnity under this **policy**.

Employee

Any person who is:

- (a) employed under a contract of service or apprenticeship with **you**;
- (b) a labour master or person supplied by him;

- (c) employed by labour only sub-contractors;
- (d) self-employed and working for **you** and under **your** control;
- (e) hired to or borrowed by **you**;
- (f) supplied to **you** for the purpose of study work or training experience;
- (g) a prospective **employee** who is undergoing practical work experience whilst being assessed by **you** as to his or her suitability for employment;
- (h) a voluntary helper while working under **your** supervision and control and in connection with the **business**; or
- (i) an outworker or home worker employed under a contract to personally carry out any work in connection with the **business** while they are engaged in that work.

Exhibition Expenses

Costs directly incurred in connection with an exhibition including advertising, printing, stationery, other insurance premiums, travel and accommodation, charges for exhibiting or using space and services at the exhibition, hire of **vehicles** and other transport charges and costs of erecting and taking down display stands, fixtures and exhibits.

Exhibition Property

Exhibits including display stands, gazebo tents, marquees, furniture, furnishings, display materials, office equipment, stationery, and similar **property** provided for the purpose of an exhibition, but excluding any **vessel** or **stock** or other **property** separately insured by this **policy**.

EUA

Switzerland, Monaco and the countries, or any one of them, that comprise the European Economic Area, namely Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Republic of Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, The Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, **United Kingdom**.

Goods in Transit

Products or **property** or any part of them incidental to **your business** and which **you** own or for which **you** are responsible in transit for the purposes of **your business** and shall include **vessels** of up to and equal to 10 metres in length overall or less, sheets, ropes, chains, toggles, tarpaulins and packing materials unless otherwise excluded in the **policy**.

Gradual Deterioration

The continuous degradation of the **vessel** or **marine property** caused by wear and tear, rust, rot, oxidation, corrosion, electrolytic or galvanic action, wasting or weathering.

Gross Profit

The total sum of **turnover** plus (a) the value of closing **stock** and (b) the value of work in progress after deduction of the value of the opening **stock**; the value of work in progress; and the costs of purchase of **stock** (less any discounts).

In Commission

When a **vessel** is fitted out and ready for use.

Laid Up

Out of commission when a **vessel** is not fitted out or available for use.

Latent Defect

A hidden flaw, weakness or imperfection in the design, manufacture or build of the **vessel** or **marine property** that is not apparent by routine inspection and is not a result of **gradual deterioration** or a lack of maintenance.

Loss or Loss of Use of an Eye

The total and permanent loss of vision in both eyes if the person is entered on the Register of Blind Persons; and in one eye if the clinical assessment of vision remaining after optical correction is equal to or below 3/60 on the Snellen Scale.

Machinery

Property that would reasonably be expected to form part of the **vessel** for operational reasons, including but not limited to main or auxiliary engines including outboard motors, gearboxes, starter motors, alternators, electrical and mechanical equipment, cables and fittings, hydraulic equipment, piping and fittings, boilers, shafts, exhaust systems, generators, air conditioning equipment, tanks, pumps and water makers.

Marine Property

All **property** (including **business premises** but excluding **money**) that is situated on or below the mean high water mark where it would naturally lie in respect of coastal or estuarine waters and on or below the mean water's edge (excluding flood events) upon the natural or artificial banks, shores or edges in respect of inland water, including but not limited to pontoons, piers, boat houses, gangways, moorings, piles, marina walls, jetties, breakwaters and other artificial sea defences and the equipment upon them belonging to **you** or for which **you** are legally responsible.

Maximum Business Interruption Indemnity Period

The period agreed with **us** and endorsed in the **Certificate of Insurance** as the maximum period of indemnity provided by Section M.

Money

Coins, bank notes, postal orders, cheques, banker's drafts, bills of exchange, bonds, securities, unused units in postage stamp franking machines, postage stamps, revenue stamps, National Savings Certificates, National Insurance stamps, stamped or franked National Insurance cards, Holiday-with-Pay stamps, Premium Savings Bonds, luncheon vouchers, trading stamps, Phonecards (excluding Phonecards held in **stock** for resale), credit card sales vouchers, consumer redemption vouchers and gift tokens accepted by **you** and VAT purchase invoices, all pertaining to the **business** and owned by **you** or **your** responsibility.

Moulds

Moulds, dies, mouldings, moulding tools, patterns, templates, jigs and all component parts or other types of construction mechanisms endorsed on the **Certificate of Insurance** pertaining to the construction refit or repair of **vessels** and used in the normal course of the **business**.

Offshore

Passage to and from, including whilst on board an offshore rig or offshore platform.

Period of Insurance

The period from the effective date shown in the **Certificate of Insurance** until midnight on the expiry date shown in the **Certificate of Insurance**.

Policy

- (a) All terms, provisions, exclusions, conditions and limits of indemnity set out in this document;
- (b) the **Certificate of Insurance**, notices and other documents attaching from time to time; and
- (c) all endorsements incorporated and issued for incorporation in this document all of which shall be read together and constitute the contract of insurance.

Pollution

- (a) **Pollution** or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory; and
- (b) All loss, damage or injury directly or indirectly caused by such **pollution** or contamination.

Products

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

Property

Property which is both material and tangible.

Proportion of Gross Profit

The percentage of **gross profit** earned on the **turnover** during the financial year immediately before the date of such loss destruction or damage.

Reinstatement

The rebuilding, repair, restoration or replacement of **property** lost or damaged completed in a manner suitable to **your** requirements to a condition equivalent to but not better than the condition of that **property** when new.

Standard Turnover

The **turnover** in the 12 months immediately before the date of such loss, destruction or damage which corresponds with the **business interruption indemnity period** or the **maximum business interruption indemnity period** whichever is the earlier in time.

Stock

That **property** which represents the **stock** in trade of any part of the **business** involving the purchase and onward sale of such **property**, where that **property** is owned by **you** or for which **you** are legally responsible for the purposes of **your business** and shall include benched **machinery**, marine safety equipment, life rafts, marine electronic equipment, spars, sails, **vessel** chandlery, and completed new **vessels** as noted on the **Certificate of Insurance** up to the corresponding maximum sum shown on the **Certificate of Insurance**, unless otherwise excluded in the **policy**.

Terrorism

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government, in law or in practice.

Total Loss

When the **vessel**, **property** or **product** is irretrievably lost or destroyed. A constructive **total loss** is when the cost of **reinstatement**, replacement or repair exceeds the relevant **agreed value**.

Turnover

The **money** paid or payable to **you** for **products** sold and delivered and for services rendered in the course of the **business** at the **business premises**.

United Kingdom

England, Scotland, Wales, Northern Ireland, Jersey, Guernsey and the Isle of Man.

Vehicle

Any mechanically propelled conveyance including trailers whether attached or temporarily detached from the main conveyance during the course of the transit.

Vessel

Any watercraft described in the **Certificate of Insurance** including its hull, **machinery**, boats, gear, equipment and ship's tools that would normally be sold with it and any additional items stated in the **Certificate of Insurance**.

We/us/our

MS Amlin on behalf of the insurer MS Amlin Syndicate 2001 at Lloyd's.

You/your

The individual, company or other organisation named as the insured in the **Certificate of Insurance**.

Section A – Public Liability

Operative Clause

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

1. all sums which **you** shall become legally liable to pay as damages; and
2. **costs and expenses**

in the event of

- (a) accidental **bodily injury** to any person other than any **employee**;
- (b) accidental loss of or damage to **property**; or
- (c) obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water

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

- (i) in the **EUA**; or
- (ii) elsewhere in the world arising out of **business** visits by **your** directors or non-manual **employees** ordinarily resident in the **United Kingdom**.

Limit of Indemnity

Our liability in respect of all claims arising out of one original cause shall not exceed the limit of indemnity detailed in the **Certificate of Insurance** irrespective of the number of claims or claimants.

Costs and expenses are payable in addition to the limit of indemnity under this Section apart from any claim brought in the United States of America or Canada or any territory within their jurisdiction where the limit of indemnity shall, under this Section, include **costs and expenses**.

Extensions

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

1. Defective Premises

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

2. Leased Premises

We will indemnify **you** against liability for loss of or damage to **business premises** or fixtures or fittings thereof which are leased to **you**. This indemnity does not apply in respect of liability for loss or damage if the liability is assumed under any tenancy or other agreement and would not have attached in the absence of such an agreement.

3. Contingent Liability (non-owned vehicles)

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

This indemnity does not apply in respect of

- (a) loss of or damage to such **vehicle**;
- (b) **bodily injury** or loss of or damage to **property** while such **vehicle** is being driven by **you**;
- (c) liability arising from circumstances in which it is compulsory for **you** to insure or provide security in respect of such **vehicle** as a requirement of relevant Road Traffic Act legislation; or
- (d) a **vehicle** being used outside the **EUA**.

4. **Overseas Personal Liability**

Where **you** or any of **your** directors or **employees** are temporarily visiting a country outside the **United Kingdom**, **we** will provide indemnity to **you** and to:

- (a) any of your directors or employees; or
- (b) any spouse or child of **your** director or **employee** accompanying them

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

5. **Data Protection Legislation**

We will provide an indemnity to **you** and, at **your** request, any of **your** directors, partners or **employees** against legal liability to pay damages and **costs and expenses** for damage or distress as described in Section 13 of the Data Protection Act 1998.

However this extension shall not apply in respect of:

- (a) the payments of fines or penalties;
- (b) the costs of replacing, reinstating, rectifying or erasing any personal data;
- (c) liability arising from or caused by a deliberate act or omission of any person eligible for an indemnity by this extension if the result thereof could have been expected by **you** or any other person having regard to the nature and circumstances of such act or omission;
- (d) claims which arise out of circumstances notified to previous insurers and known to **you** at inception of this extension; or
- (e) liability where indemnity is provided by any other insurance.

6. **Car Park and Cloakroom Liability**

We will provide indemnity against legal liability in respect of accidental loss of or damage to **vehicles** or personal effects of other persons which **you** hold in trust or in **your** custody or control as long as:

- (a) they are not being stored by **you** for a fee or other consideration; and
- (b) they are not held in trust by **you** or in **your** custody or control for the purpose of work being carried out on such **property**.

7. **Consumer Protection Act and Food Safety Act**

We will provide indemnity to **you** and any of **your** directors, partners or **employees** up to the limit of indemnity in respect of:

- (a) costs of prosecution awarded against **you** and any of **your** directors, partners or **employees**; and
- (b) legal fees and expenses incurred with **our** consent

in the defence of and arising from criminal proceedings brought or in an appeal against conviction in respect of breach of Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990 as long as the proceedings relate to an offence committed or alleged to have been committed during the **period of insurance** and in the course of the **business**.

The indemnity will not apply:

- (i) to fines or penalties of any kind;
- (ii) where indemnity is provided by any other insurance; or
- (iii) in respect of proceedings consequent upon any deliberate act or omission.

8. **Overseas Residual Employees and Excess Employers' Liability**

Notwithstanding anything to the contrary in the **policy**, **we** will indemnify **you** against liability

- (a) in respect of **bodily injury** sustained by any **employee** arising out of and in the course of their employment in the **business** and happening outside of the **United Kingdom** or the Republic of Ireland or the continental shelf around these territories; and
- (b) attaching to **you** by reason of subrogation rights exercised against **you** by any state social security insurance or similar scheme.

For the purposes of this extension, "**bodily injury**" shall include psychiatric illness.

We will not be liable in respect of **bodily injury**:

- (i) which should be subject of a compulsory Employers' Liability or Workmen's compensation insurance in the country in which the **employee** is employed; or
- (ii) incurred by any **employee** while engaged in work **offshore**.

9. **Member to Member Extension**

Where **you** are an association or club, **we** will indemnify any of **your** officers or members in respect of their legal liability to any other of **your** officers or members arising out of their activities as a member of **you**, but excluding any liability arising out of the use or navigation of any **vessel** not indemnified under Section G.

Provided always that:

- (a) such officer or member is not entitled to indemnity under any other insurance;
- (b) such officer or member shall observe, fulfil and be subject to the terms, limitations and conditions of this **policy** as though they were **you**;
- (c) **we** shall not be liable under this extension unless **we** have the sole conduct and control of all claims made under it.

For the purposes of this extension "member" shall mean a shareholder if **you** are a company or if **you** are an unincorporated association a person holding a valid paid-up subscription and contributing to the funds out of which **your** expenses of conducting **your** activities are paid at the time at which a claim arises, and who is recorded in **your** register of members, kept at **your** address as shown in the **Certificate of Insurance**.

Exclusions

We will not indemnify **you** under this Section against liability:

1. for loss of or damage to **property** belonging to **you** or in the custody or control of **you** or any **employee** other than:
 - (a) **property** including **vehicles** belonging to a visitor or **vehicles** belonging to any **employee**; or
 - (b) any premises including contents (not being premises leased to **you**) which are temporarily occupied by **you** for the purpose of carrying out work in or to such premises.
2. arising from the ownership, possession or use under the control of **you** or any **employee** of any **vehicle** in circumstances where compulsory insurance or security is required under any Road Traffic Act legislation.
3. arising out of the ownership, possession or use by **you** or on **your** behalf of:
 - (a) any aircraft or other aerial devices; or
 - (b) **offshore** installation; or
 - (c) **vessels** unless Section C forms part of this **policy**.
4. arising from any **products** after they have ceased to be in **your** custody or control other than food or drink for consumption on **your** premises unless Section B forms part of this **policy**.
5. caused by or arising out of:
 - (a) advice, design or specification given by **you** for a fee; or
 - (b) professional services rendered by **you** or on **your** behalf.
6. for the first amount of each claim stated as the excess in the **Certificate of Insurance** arising out of damage to **property**.
7. for damage to **contract work executed**.
8. for the costs incurred by anyone in:
 - (a) recalling or making refunds in respect of any **products** or **contract work executed**; or
 - (b) remedying any defects or alleged defects in land or buildings or structures or other premises disposed of by **you**.

Section B – Products Liability

Operative Clause

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

1. all sums which **you** shall become legally liable to pay as damages; and
2. **costs and expenses**

in the event of:

- (a) accidental **bodily injury** to any person; or
- (b) accidental loss of or damage to **property**

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

Limit of Indemnity

Our liability for all sums payable in respect of any one **period of insurance** shall not exceed the limit of indemnity detailed in the **Certificate of Insurance**.

Costs and expenses are payable in addition to the limit of indemnity under this Section apart from any claim brought in the United States of America or Canada or any territory within their jurisdiction where the limit of indemnity shall, under this Section, include **costs and expenses**.

Exclusions

We will not indemnify **you** under this Section against liability:

1. caused by or arising out of any **products** which are sold, supplied, erected, repaired, altered, treated, installed in or for use in any aircraft, or for aviation purposes.
2. for the costs incurred in the repair, reconditioning, replacement, removal or breaking out of any **products** or part thereof.
3. arising out of loss of or damage to **products**.
4. for the costs incurred by anyone in recalling or making refunds in respect of any **products**.

Section C – Marine Liabilities

Operative Clause

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

1. all sums which **you** shall become legally liable to pay as damages as a result of **your** ownership of or legal responsibility for a **vessel** or **marine property**; and
2. **costs and expenses**

in the event of:

- (a) accidental **bodily injury** to any person, other than any **employee**, whether upon the **vessel** or **marine property** or not;
- (b) accidental loss of or damage to any other **vessel** or **property**;
- (c) **pollution**;
- (d) removal of wreck or remains of **your vessel** or **marine property**;

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

- (i) in the **United Kingdom**; or
- (ii) elsewhere in the world other than the United States of America or Canada.

Limit of Indemnity

Our liability in respect of all claims arising out of one original cause shall not exceed the limit of indemnity detailed in the **Certificate of Insurance** irrespective of the number of claims or claimants.

Costs and expenses are payable in addition to the limit of indemnity under this Section apart from any claim brought in the United States of America or Canada or any territory within their jurisdiction where the limit of indemnity shall, under this Section, include **costs and expenses**.

Extension

This extension is subject to all other terms of this **policy** so far as they can apply unless otherwise stated.

Wreck Removal

- (a) **We** will indemnify **you** against the costs of investigations of and the attempted or actual removal of any wreck or remains of **your vessel** or **marine property** in order to avoid or mitigate the exposure to damages or fines or penalties arising from that wreck or remains;
- (b) **We** will indemnify **you** for the **costs and expenses** necessary for the marking or buoying of any wrecks or remains of **vessels** or other **marine property** forming obstruction in waters forming part of **your business premises** or providing access to **your business premises**, subject to a specific limit of liability of GBP5,000 in total.

Exclusions

We will not indemnify **you** under this Section against liability:

1. for **your** costs or the damages **you** may be legally liable to pay for the removal and/or disposal of the wreck or remains of the **vessel** or **marine property** if there is no damage to the **vessel** or **marine property** which is otherwise indemnified by this **policy**.
2. to any third parties admitted, accepted or agreed to by **you** without **our** prior written consent.
3. to third parties whilst the **vessel** or **marine property** is being used for any activity not usually conducted by **you** as part of **your business** unless **we** have agreed to such activity either in the **Certificate of Insurance** or otherwise in writing and the activity is carried out exactly in accordance with all relevant laws, regulations and health and safety guidelines.
4. to any third parties while the **vessel** is attached to, carried on or towed by any **vehicle**.

Section D – Employers’ Liability

Operative Clause

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

1. all sums which **you** shall become legally liable to pay as damages; and
2. **costs and expenses**

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

- (a) within the **United Kingdom**; or
- (b) elsewhere in the world in respect of temporary visits by any **employee** as declared by **you** and accepted by **us** provided that such **employee** is normally resident in the **United Kingdom**.

For the purposes of this Section **employee** as described in General Definitions shall mean and include an **employee** employed or working for you aboard a vessel whether as a crew member or otherwise.

Limit of Indemnity

1. The amount specified in the **Certificate of Insurance**.
Our liability for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series consequent on or attributable to one source or original cause shall not exceed the limit of indemnity. The limit of indemnity shall be the maximum amount payable including **costs and expenses**.
2. Notwithstanding anything contained in paragraph 1 above, **our** liability under this Section for damages and **costs and expenses** payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause and arising out of **terrorism** shall not exceed GBP5,000,000.
3. Notwithstanding anything contained in paragraph 1 above, **our** liability under this Section for damages and **costs and expenses** payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause and arising out of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or **products** containing asbestos shall not exceed GBP5,000,000.

Employers’ Liability Compulsory Insurance

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

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

Extension

Unsatisfied Court Judgments

In the event that:

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

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

- (a) there is no appeal outstanding;
- (b) any payment made by **us** shall only be in respect of **bodily injury** which would otherwise be within the scope of indemnity of this Section of the **policy**;

- (c) any payment made by **us** shall only be in respect of liability for which **you** would have been entitled to indemnity under this Section of the **policy** if the judgment had been made against **you**; and
- (d) **we** shall be entitled to take over and prosecute for **our** own benefit any claim against any other party and **you**, the **employee** or their personal representatives shall give all information and assistance required.

Exclusions

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

Condition

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

Section E – Professional Indemnity

Operative Clause

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

1. all sums which **you** shall become legally liable to pay as compensation or damages; and
2. **costs and expenses**

as a result of any:

- (a) act, negligence or breach of a duty of care;
- (b) negligent misstatement or negligent misrepresentation;
- (c) defamation;
- (d) infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing-off;
- (e) breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;
- (f) dishonesty of **your** individual partners, directors or **employees**, or sub-contractors or outsourcers directly contracted to **you** and under **your** supervision; or
- (g) any other civil liability

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

- (a) in the **United Kingdom**; or
- (b) elsewhere in the world other than the United States of America or Canada.

Limit of Indemnity

Our liability in respect of all claims arising out of one original cause shall not exceed the limit of indemnity detailed in the **Certificate of Insurance** irrespective of the number of claims or claimants.

Costs and expenses are payable in addition to the limit of indemnity under this Section apart from any claim brought in the United States of America or Canada or any territory within their jurisdiction where the limit of indemnity shall, under this Section, include **costs and expenses**.

Extensions

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

1. Breach of Statutory Duties and Obligations

We will provide an indemnity to **you** and, at **your** request, any of **your** directors, partners or **employees** against legal liability to pay **costs and expenses** for **your** defence of any proceedings commenced or threatened against **you** during the **period of insurance** under the Data Protection Act 1998 or any other legislation or regulations that the **business** is subject to, if in **our** sole discretion **we** are of the opinion that a successful defence could avoid a claim being brought against **you** that would be indemnified under this Section.

However this extension shall not apply in respect of the payment of any fines or penalties.

2. Court Attendance

We will indemnify **you** in respect of the sum endorsed on the **Certificate of Insurance** as compensation for each day or part of a day that **you** or **your employee** is required by **us** to attend any court or tribunal as a witness in connection with any claim against **you** indemnified under this Section. The sum **we** will indemnify **you** for in total of all court attendances is the relevant amount as shown in the General Extensions.

Exclusions

We will not indemnify **you** under this Section against liability for any claims for loss or compensation:

1. arising from any operation or administration of any pension or **employee** benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or **your** breach of any legislation or regulation related to any such activity;
2. arising out of any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation;
3. arising from any survey or valuation of **property** for any purposes other than in the usual course of **your business**, as declared by **you**;
4. caused by or arising out of any act of discrimination, harassment or unfair treatment or any breach of any obligation owed by **you** to any **employee** as an employer;
5. arising from any **bodily injury** other than if caused directly from **your** breach of a duty of care in performing any activity in the usual course of **your business**;
6. arising from the loss, damage or destruction of any **property** other than **property** in **your** care, custody or control in the ordinary course of **your business** or caused directly by **your** breach of a duty of care in performing any activity in the usual course of **your business**;
7. arising out of or caused by the deliberate, conscious or intentional disregard of **your** obligation to take all reasonable steps to prevent such loss, damage or right to compensation from occurring; or
8. brought by any person within the General Definition of **You/Your** in this **policy**, or any person who either has a financial or other interest in **you**; or **you** have a financial or other interest in, including any parent or subsidiary company or ultimate beneficial owners of **you**.

Conditions

1. **You** shall give immediate notice in writing to **us** of any occurrence that may give rise to a claim under this Section and in the case of all occurrences no later than 7 days after **you** first become aware of each such occurrence. For the purposes of this Section "occurrence" shall include any complaint about, or other criticism of, **you** or **your business** even if considered unwarranted by **you**.
2. Every claim, threatened claim, writ, summons, proceedings or other legal process, notice or referral to arbitration and all documents relating thereto shall be forwarded to **us** immediately they are received.
3. **You** shall give immediate notice in writing to **us** of any discovery by **you**, or of any reasonable suspicion formed by **you**, that any of **your** partners, directors or **employees** have acted dishonestly.
4. In respect of any claim under this Section that relates to dishonesty of **your** individual partners, directors or **employees**, whilst **we** will indemnify **you** **we** will not in any circumstance provide indemnity to any person who actually commits or consciously or intentionally condones or ignores any such dishonesty.
5. In the event that **we** accept notice of any claim by **you** as one indemnified by this Section **we** have the right to defend **you** against any such claim and to take control of and conduct, in **your** name, any investigation, settlement or defence of the claim as **we** may in **our** sole discretion think appropriate. **We** will have the right to appoint a suitably qualified lawyer of **our** choosing to advise on the claim and to defend **you**. **You** may at **our** sole discretion appoint **your** own lawyer but only for services performed with **our** prior written approval.
6. Any legal proceedings will only be defended by **us** in **your** name after taking into account the commercial considerations of the costs of defence and the chances of successfully defending a claim. **We** may request that an opinion be obtained from a mutually agreed senior lawyer, being a Queen's Counsel or equivalent, as to the prospects of **you** successfully defending any claim. Any such opinion shall be final and binding on both **you** and **us**. The costs of obtaining such an opinion shall be borne by **us**.

Section F – Directors and Officers

Operative Clause

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

1. all sums which **you** shall become legally liable to pay as damages or compensation; and
2. **costs and expenses**

arising from and in respect of any claim

- (a) alleging any wrongful act as grounds for or in a civil proceeding or arbitration;
- (b) in the form of formal notice of any criminal, administrative or regulatory proceeding alleging any wrongful act; or
- (c) in the form of an investigation of **you** in **your** capacity as a director or officer when **you** are identified in writing by an appropriate authority as someone against whom a criminal, administrative or regulatory proceeding may be commenced

occurring during the **period of insurance** and arising out of **your** actions in **your** capacity as a director or officer acting in the course of the **business**:

- (i) in the **United Kingdom**; or
- (ii) elsewhere in the world, other than the United States of America or Canada, arising out of **business** visits by directors or officers ordinarily resident in the **United Kingdom**.

For the purposes of this Section unless specified otherwise “**you**” and “**your**” shall mean any director or officer while acting on behalf of or in the course of their employment or engagement with the insured named in the **Certificate of Insurance**; and “wrongful act” shall mean any actual, alleged or attempted - breach of duty, trust, or warrant of authority; neglect; error; misstatement; misleading statement; libel, slander or defamation; act considered wrongful under employment law; or any other wrongful act or omission by any insured person whilst acting in their capacity as a director or officer on **your** behalf.

Limit of Indemnity

Our liability in respect of all claims arising out of one original cause shall not exceed the limit of indemnity detailed in the **Certificate of Insurance** irrespective of the number of claims or claimants.

Costs and expenses are payable in addition to the limit of indemnity under this Section apart from any claim brought in the United States of America or Canada or any territory within their jurisdiction where the limit of indemnity shall, under this Section, include **costs and expenses**.

Extensions

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

1. Insured Reimbursement

We will indemnify the insured against the sums payable by **you** or other financial loss suffered by **you** in respect of any claim made against **you** and covered by this Section but only to the extent that the insured has indemnified **you**.

2. Company Investigations

We will indemnify **you** for any **costs and expenses** arising from or caused by any investigation into **your** affairs or the affairs of the insured provided that **you** are legally required to attend or comply with such investigation for the first time during the **period of insurance** and **you** notify **us** of the event of such an investigation. Provided always that this extension will not apply to any investigation brought or commenced pursuant to the laws or jurisdiction of the United States of America or Canada.

3. Reputation Protection

We will indemnify **you** for the reasonable **costs and expenses** paid to independent public relations professionals engaged by **you** with **our** prior written consent in order to reduce or avoid any damage to **your** reputation that may result from reporting by or in public media, including social media, of any claim indemnified by this Section.

This extension applies to any such claim that is first made against **you** and notified to **us** during the **period of insurance** and **our** indemnity under this extension is only to the extent that the insured is not required to indemnify **you** for such **costs and expenses**. This extension is subject to a specific limit of liability of GBP100,000 in total.

Exclusions

We will not indemnify **you** under this Section against liability for any claims for loss or compensation, including **costs and expenses**:

1. made or brought against **you** by any other person defined in General Definitions of this **policy** as “**You/Your**”, provided that this exclusion shall not apply to any claim which such other person is ordered to make or bring by a legally empowered official body;
2. arising from or caused by any breach of **your** responsibilities, obligations or duties imposed by law in respect of any employers’ liability, including but not limited to disability, equal opportunity, working times, pay or benefits, health and safety;
3. arising from or caused by any reckless, intentionally dishonest or fraudulent action or omission or violation of any law committed or admitted by **you**;
4. arising from or caused by any breach by **you** of any contract, agreement or legal requirement of any kind, or any debt of **yours** that was not entered into or incurred by **you** in **your** capacity as a director or officer acting in the course of the **business**;
5. arising from any claim or investigation commenced before, or threatened at the commencement of, the **period of insurance** or arising from the same or essentially similar facts or the same cause as the matters alleged in such prior or pending claim or investigation; or
6. arising from or caused by any breach of obligations imposed by any law whilst acting in the capacity of trustee of any pension, superannuation scheme, profit sharing or other **employee** benefit scheme.

Conditions

1. **We** will indemnify **you** in respect of sums insured by this Section that **you** become legally liable to pay should the insured fail for reasons other than insolvency to indemnify **you** to the maximum extent required by law in respect of such sums in consideration for **us** then being entitled to seek reimbursement from the insured for all payments made by **us** that would not have been made if the indemnity had been provided by the insured.
2. **Our** written consent must be obtained before **you** incur any **costs and expenses** in connection with the defence of any claim or retain any legal representation to advise or defend **you** or to take any steps in connection with any legal proceedings that may potentially be indemnified by this Section.
3. When **we** pay any sums insured under this Section **we** will assume all rights of recovery available to **you** or the insured who must give **us** assistance in the prosecution of such rights. **You** and the insured shall execute all papers reasonably required and shall take action that may be necessary to secure any and all subrogation rights of **us** including an action against the insured for non-payment of indemnified sums by the insured.
4. If a claim indemnified by this Section is also insured by **you** or for **your** benefit under any other policy **we** will not pay more than **our** rateable proportion.

Section G – Material Damage - Marine

Operative Clause

Subject to the exclusions, conditions and definitions of this **policy**, **we** will indemnify **you** under this Section for loss or damage to a **vessel** or **marine property** caused by:

1. all accidental risks of damage (including fire, explosion or groundings) or the negligence of any person;
2. malicious and deliberate acts of others, including, vandalism, barratry, piracy or theft (including attempted piracy or theft);
3. **latent defects** in the **vessel** or **marine property**; or
4. the consequences of a failure or breakdown of **machinery**;

in the event of such loss or damage occurring during the **period of insurance** and arising out of **your business**

- (a) in the **United Kingdom**; or
- (b) elsewhere in the world other than the United States of America or Canada.

For the purposes of this Section “**vessel**” and “**marine property**” as described in General Definitions shall mean and include **moulds** if the **Certificate of Insurance** specifies that either **you** are a builder or that **your vessel** is under construction; and “maximum design speed” shall mean the maximum speed a **vessel** is designed to achieve under power as stated by the manufacturer with the particular engine fitted.

Limit of Liability

Our liability in respect of all claims arising out of one original cause shall not exceed the limit of indemnity detailed in the **Certificate of Insurance** irrespective of the number of claims or claimants. In the event of a **total loss** or constructive **total loss** **we** will either pay the **agreed value** of the **vessel** or **marine property** or provide a replacement of a similar age, size and type in **our** sole discretion.

Costs and expenses are payable in addition to the limit of indemnity under this Section apart from any claim brought in the United States of America or Canada or any territory within their jurisdiction where the limit of indemnity shall, under this Section, include **costs and expenses**.

Extensions

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

1. Grounding Inspection

We will indemnify **you** for the reasonable costs necessarily incurred in inspecting the **vessel** following grounding even if no damage is subsequently found.

2. Pollution Costs

We will indemnify **you** against loss of or damage to the **vessel** or **marine property** that is directly caused by any governmental authority acting lawfully to prevent or mitigate a **pollution** event or threat thereof, resulting directly from damage to the **vessel** or **marine property** for which **we** already indemnify **you** under this Section, provided the actions of that governmental authority is not a result of lack of due diligence by **you** or **your employees** to prevent or mitigate that event or threat.

3. Building Risks

We will indemnify **you** under this Section if the **vessel** is under construction:-

- (a) whilst at the builder’s yard(s) identified in the **Certificate of Insurance**;
- (b) while in transit between the builder’s yard and the place of any trials;
- (c) when the **vessel** construction is completed whilst in transit from the builder’s yard to the place of delivery identified in the **Certificate of Insurance**; and
- (d) whilst undergoing sea or testing trials provided these do not exceed the shorter distance of cruising as stated within the **Certificate of Insurance** limits or 60 nautical miles from the builder’s yard.

4. **Demonstration Trials**

We will indemnify **you** under this Section for loss or damage occurring whilst **you** have any **vessel** or **marine property** on trials or demonstration to prospective purchasers in the course of **your business**.

5. **Salvage and Mitigation**

We will indemnify **you** for the costs necessarily incurred as salvage charges including towage or assistance costs incurred or any other charges reasonably incurred by **you** to prevent or minimise a loss indemnified by the **policy** provided that wherever possible **you** obtain **our** prior consent or where not so possible **you** notify **us** at the first possible subsequent opportunity of the charges incurred and steps taken to prevent or minimise such a loss.

6. **Racing**

We will indemnify **you** for loss or damage to mast, spars, sails, canopies, side screens or covers and rigging suffered whilst the **vessel** is racing as a sailing **vessel** only where this has been agreed by **us** and it is shown in the **Certificate of Insurance** under "Racing Extension". **We** will also indemnify **you** for loss of race entry fees up to GBP1,000 if the **vessel** is unable to take part in a regatta, series or event which **you** have entered as a result of any other loss or damage to the **vessel** indemnified under this Section.

7. **Engines**

We will indemnify **you** for the loss of or damage to the **vessel's** main engine or attached gearbox caused by the failure of any component, provided that the engine or attached gearbox is less than 7 years old from the date of first manufacture; has been professionally installed; the **maximum design speed** is less than 17 knots; and **you** can provide written evidence that all the manufacturer's maintenance recommendations have been carried out.

Conditions

1. The **vessel** is not navigating outside any cruising limits stated in the **Certificate of Insurance**.
2. The **vessel** or **marine property** will be not be used for anything, including any racing, other than in the course of **your business** or other permitted use stated in the **Certificate of Insurance**.
3. Whenever the **vessel** is in use that **you** or **your** professional master with no less than 3 years experience as a master is in charge at all times.
4. Where the **vessel** or **marine property** is required by law to be licensed by the Marine Coastguard Agency or a similar safety and regulatory authority is to be used, that the required licence is held and any conditions thereof are complied with at all times.

Exclusions

We will not indemnify **you** under this Section for loss or damage:

1. to sails, canopies, side screens or covers split by the wind or blown away unless as a result of the **vessel** being involved in collision with any external object or substance other than water or the spars to which the sails are attached are damaged at the same time;
2. to consumable stores, the **vessel's** own moorings, fishing gear, or cargo;
3. caused by or arising from **gradual deterioration** unless the **gradual deterioration** could not have been identified and prevented by competent and regular inspection, maintenance or replacement in accordance with the relevant manufacturer's instructions, or generally accepted practice;
4. resulting from any depreciation or reduction in market value following repair of any damage indemnified by this policy;
5. in respect of **latent defects**, being the cost of replacing, repairing or renewing the defective part;
6. resulting from the making good any defect in repair, maintenance or refitting work carried out on **your** account and caused by either negligence or breach of contract of the person carrying out that work;
7. caused by theft of a **vessel** by trick or deception practised against **you**;
8. arising from **latent defect** in **your** own work;

9. caused by the actions or presence of insects, marine borers, barnacles, marine growth, rodents, mildew, dampness or osmosis where the actions or presence of such things could have been prevented through competent and regular maintenance;
10. resulting from the cost of making good any fault or error in design or construction of a **vessel** or **marine property**;
11. caused by theft of a **vessel** and trailer while left unattended at any time on a trailer unless the trailer has been locked with a wheel clamp or locked in the **business premises**;
12. caused by theft of any part of a **vessel** or **marine property** unless removed by force and provided the part was securely fixed to the **vessel** or **marine property**, or by an anti-theft device specifically designed and marketed for the purpose in addition to its normal method of fixture, or in locked storage such as a cabin, locker, room or shed;
13. caused by the theft of any **machinery** or **vessel's** tenders whose serial number or other identifiable mark **you** can not provide **us** with in the event of a claim;
14. caused by the incursion of water into a **vessel** or **marine property**, including the accumulation of rainwater or snow in or on the **vessel** or **marine property**, unless resulting from sudden, unforeseen, or accidental events or rare and extreme weather conditions;
15. caused by frost and/or freezing of the **vessel** or **marine property** unless **you** can provide evidence that **you** have taken all necessary preventative measures including, but not limited to, acting in accordance with the relevant manufacturer's instructions, or generally accepted practice where such manufacturer's instructions do not exist, including the correct use of anti-freeze and/or frost protection products;
16. the cost of repairs or replacement to **machinery** directly caused by **latent defect** or mechanical breakdown, save where indemnity is provided elsewhere under this Section;
17. to the mast, spars, sails, canopies, side screens or covers and rigging whilst the **vessel** is racing unless this has been agreed by **us** and it is shown in the **Certificate of Insurance** as subject to "Racing Extension".

Section H – Material Damage – Onshore property

Operative clause

Subject to the exclusions, conditions and definitions of this **policy**, **we** will indemnify **you** under this Section for loss of, or damage to, any **property** caused by:

1. all accidental risks of damage (including fire or explosion) or the negligence of any person;
2. malicious and deliberate acts of others, including vandalism, riot, civil commotion, demonstrators or theft (including attempted theft);
3. lightning, flood, earthquake, volcanic activity, freezing, storm or other severe weather event;
4. escape of water from any tank, other reservoir device or pipe; and
5. impact by any aircraft, **vehicle** or by **property** falling from same

in the event of such loss or damage occurring during the **period of insurance** and arising at **your business premises** or directly connected with **your business**, including loss of or damage to **your business premises** that **you** own or are legally responsible for

- (a) in the **United Kingdom**; or
- (b) elsewhere in the world other than the United States of America or Canada.

Limit of Liability

Our liability in respect of all claims arising out of one original cause shall not exceed the limit of indemnity detailed in the **Certificate of Insurance** irrespective of the number of claims or claimants. **We** may in **our** sole discretion indemnify **you** by payment of the cost of repair, **reinstatement** of the damaged **property** or replacement if the **property** is a **total loss** or a constructive **total loss** or pay to **you** a sum equivalent to the cost of such repair, **reinstatement** or replacement less any excess.

Extensions

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

1. Access

We will indemnify **you** for the costs incurred, with **our** prior written consent, in locating the source of any escape of water from within **your business premises** including the cost of removal, and later **reinstatement**, of ceilings, walls or floors required to gain access for this purpose.

2. Drains

We will indemnify **you** for the costs incurred, with **our** prior written consent, to clean, clear or repair any drains, gutters or sewers at the **business premises** necessary as a direct result of any loss or damage insured by this Section.

3. Removal and Stabilisation

We will indemnify **you** for the costs incurred, with **our** prior written consent, to remove debris, and to dismantle, demolish, shore or prop up any **property** destroyed or damaged and insured by this Section provided that does not include any **costs or expenses** involved in moving debris from any site other than where the loss or damage has occurred or the area immediately adjacent to it or that arise from **pollution** or contamination of any **property** not insured by this Section.

4. Regulation Costs

We will indemnify **you** for the costs **you** are legally obliged to pay for the purposes of complying with any building or other legal regulation in respect of the loss or damage to any building forming part of the **business premises** insured by this Section.

5. Gardens

We will indemnify **you** for the costs incurred by **you** with **our** prior written consent in repairing or reinstating any damage to landscaped gardens and grounds on the **business premises** caused by any emergency services' equipment or personnel in the course of the emergency services attempting to prevent or reduce loss or damage of **your property** insured by this Section.

6. Capital Additions

The **property we** will indemnify **you** for in this Section shall include any newly acquired buildings or contents forming part of or contained in **your business premises** or any alterations, additions or improvements to **your business premises** occurring during the current **period of insurance** provided always that:

- (a) **you** declare to **us** the value of such new acquisitions, alterations, additions or improvements within 30 days of their completion or purchase; and
- (b) **you** pay any additional premium if required from the time this extended indemnity applies; and
- (c) the maximum additional indemnity shall not exceed 10% of the total declared value of the **property** insured by this Section and shown in the **Certificate of Insurance**; and
- (d) this extension does not apply to any increase due simply to appreciation of value.

Exclusions

We will not indemnify **you**:

1. for loss or damage to any:
 - (a) **vehicles**, trains or aircraft;
 - (b) **marine property**;
 - (c) **goods in transit**;
 - (d) pets, livestock or other animals;
 - (e) **property** under construction or assembly or materials or supplies directly associated with such construction or assembly;
 - (f) roadways, paths, bridges, lands or drainage culverts; or
 - (g) **money**
2. for loss or damage to any **property** caused by:
 - (a) **pollution** or contamination other than when the **pollution** or contamination arises directly from a sudden, unforeseen and unintended event which itself is caused by one of the insured risks 1 - 5 in the Operative Clause of this Section;
 - (b) its defective construction or design; any inherent vice or **latent defect**; normal wear and tear; marring or scratching; frosts or flooding due to a change in water table levels;
 - (c) freezing, escape of water from any tank, other reservoir device or pipe or the actions of malicious persons when the **business premises** are unoccupied continuously for longer than 30 days or any building forming part of the **property** is derelict or disused;
 - (d) explosion(s) resulting from cracking, fracturing, collapse or bursting of any boiler (other than one for domestic use) or any other pressure container, machine or apparatus owned by **you** or under **your** control;
 - (e) theft involving acts of fraud or dishonesty of **you**, any director, **employee** or a member of **your** family;
 - (f) theft or attempted theft of any moveable **property**, including but not limited to travel hoists, lifting equipment, **moulds** unless taken from an enclosed or lockable area on the **business premises** which are locked and properly maintained at all times outside the normal open hours of **your business**; or
 - (g) normal settlement or bedding down of or the collapse or cracking of any buildings being part of the **business premises** arising from subsidence, ground heave or landslip; unless specifically entered on the **Certificate of Insurance** as indemnified.

3. for loss or damage to any **stock** included in the **property** caused by:
 - (a) changes in temperature, colour, flavour, texture or finish;
 - (b) vermin, rodents, insects or like pests; or
 - (c) corrosion, rust, wet or dry rot, dampness, dryness, shrinkage, evaporation, loss of weight.

Conditions

1. Where **your stock** forms part of the **property** insured under this Section and **you** have nominated a value in the **Certificate of Insurance** **you** must ensure that **you** ascertain on the last day of each calendar month during the **period of insurance** the value of **your stock** and advise **us** of that value in writing within 30 days if it has altered otherwise the sum nominated in the **Certificate of Insurance** shall be treated as the value. In the event of an advised increase in the value of the **stock** an additional premium may be required to be paid, failing which payment the sum nominated in the **Certificate of Insurance** shall be treated as the value.
2. **You** must ensure that:
 - (a) all electrical circuits will be tested within 30 days of the commencement of the **period of insurance** or **you** have an existing test certificate issued not more than 3 years prior to the commencement of the **period of insurance**;
 - (b) all electrical circuits will be tested at least once every 5 years by a properly qualified electrical engineer;
 - (c) any defects found be remedied or any recommendations carried out immediately in accordance with the requirements and regulations of the Institute of Electrical Engineers; and
 - (d) **you** have obtained a certificate confirming the works have been undertaken and produce that certificate to **us** on **our** request.
3.
 - (a) **You** must ensure that any fire extinguishing appliances notified to **us** at the commencement of the **period of insurance** are and remain on the **business premises** and that they will be professionally inspected at least once every 12 months and maintained pursuant to the manufacturer's recommendations; and
 - (b) **you** will promptly remedy any defect or replace defective fire extinguishing appliances whether such defect is disclosed by the inspections or otherwise.
4. All **reinstatement** work on damaged **property** must be commenced and carried out with all reasonable speed and in any event completed within 12 months of the damage to the **property** or other period **we** may agree with **you** in writing.
5. **You** must ensure that if the **business premises** or any building(s) forming part of it are unoccupied **you** inspect or have them inspected at least weekly to identify any apparent defect or risk to **property** and will rectify or remove any defect or risk found immediately.
6. **You** must ensure that **you** adhere to the minimum standard of securing the **property** indemnified by this Section by maintaining that all window locks that are fitted to all readily accessible windows, skylights or other such openings in the **business premises** are operational and that all exterior doors providing outside access to the **business premises** are fitted with an appropriate locking mechanism for the nature of the **business premises** unless otherwise shown in the **Certificate of Insurance** and that the doors and windows are properly closed, locked or otherwise secured whenever the **business premises** is unoccupied;
7. **You** must ensure that all power and other specialist trade hand tools ordinarily kept in **your business premises** are stored in a locked receptacle fixed to the structure of the **business premises** whenever the **business premises** are unattended whether during or after the normal opening hours of **your business**.
8. **You** must ensure that all oily or dirty waste and materials are kept in appropriate metal and lidded receptacles and that these lids will be closed at all times outside the normal opening hours of **your business**. Further all trade refuse will be collected or swept up and bagged daily and the bagged refuse not allowed to accumulate on the **business premises** with all such waste being removed at least on a weekly basis.
9. **You** must ensure that any portable heater used on the **business premises**:
 - (a) is installed, operated, handled or moved, and serviced pursuant to the manufacturer's instructions;
 - (b) has its gas cylinders securely attached at all times;

- (c) is not located in areas where flammable atmospheres are or may be present, or upon combustible floors or surfaces, or in passageways or places of pedestrian or vehicular traffic; and
 - (d) will remain clear of combustible materials and be fitted with a form of guard to maintain a clear space of no less than 1 metre to avoid injury to persons or other **property**.
10. **You** must ensure that all **stock** is at all times stored at least 60 centimetres above the floor level in its location on **your business premises**.
11. **You** must ensure that, unless hot work is specifically excluded on the **Certificate of Insurance**, any hot work undertaken by **you** involving the use and application of heat in connection with **your business** only occurs when:
- (a) the area in which the hot work is to be performed is clear of all moveable combustible material and any other combustible materials are protected by adequate fire covers; and
 - (b) the area on the opposite side of any surface upon which the hot work is to be performed has no combustible materials capable of being ignited by the hot work; and
 - (c) appropriate fire extinguishing appliances are available near the site of the hot work for immediate use; and
 - (d) blow torches, and other similar heating or cutting apparatus are operated strictly in accordance with manufacturers' instructions; and
 - (e) any gas cylinders not required for immediate use are kept outside the building in or upon which, the hot work is being undertaken, and away from any obvious fire risk.

Section I – Computers

Operative Clause

Subject to the exclusions, conditions and definitions of this **policy**, **we** will indemnify **you** under this Section for loss or damage to any **computer** caused by:

1. accident or negligence;
2. theft or attempted theft by forcible entry or exit to or from **your business premises**;
3. fire or explosion;
4. lightning, earthquake, volcanic activity, freezing or other severe weather event;
5. deliberate acts of others, including vandalism;
6. rodents or similar pest activity; and
7. electrical circuit failure or unexpected power supply defect

in the event of such loss or damage occurring during the **period of insurance** and arising out of **your business**

- (a) in the **United Kingdom**; or
- (b) elsewhere in the world other than the United States of America or Canada.

Limit of Liability

Our liability in respect of all claims arising out of one original cause shall not exceed the limit of indemnity detailed in the **Certificate of Insurance** irrespective of the number of claims or claimants. **We** may in **our** sole discretion indemnify **you** by payment of the cost of repair, data recovery, **reinstatement** or replacement if the **computer** is a **total loss** or a constructive **total loss** or recover the lost or damaged data or reinstate the **computer** or pay to **you** a sum equivalent to the cost of recovery or **reinstatement** less any excess.

Exclusion

We will not indemnify **you** under this Section for loss of or damage to **computers** in respect of or arising from:

- (a) **gradual deterioration**;
- (b) breakdown of air conditioning;
- (c) **latent defect**; or
- (d) any lawful confiscation, requisition, destruction or damage by any government or local authority.

Section J – Stock Throughput

Operative Clause

Subject to the exclusions, conditions and definitions of this **policy**, **we** will indemnify **you** under this Section for loss of or damage to **stock** occurring during the **period of insurance** and arising out of **your business** when caused by:

1. all accidental risks of damage (including fire or explosion) or the negligence of any person;
2. lightning, earthquake, volcanic activity, freezing or other severe weather event;
3. malicious and deliberate acts of others, including vandalism, barratry, piracy or theft (including attempted piracy or theft); and
4. rodents or non-marine pest activity.

Limit of Indemnity

Our liability in respect of all claims arising out of one original cause shall not exceed the limit of indemnity detailed in the **Certificate of Insurance** irrespective of the number of claims or claimants. **We** may in **our** sole discretion indemnify **you** by payment of the cost of repair, **reinstatement** or replacement if the relevant **stock** is a **total loss** or a constructive **total loss** or reinstate the **stock** or pay to **you** a sum equivalent to the cost of **reinstatement** less any excess.

Extensions

These extensions are subject to all exclusions, conditions and definitions of this **policy** so far as they can apply unless otherwise stated. **We** will, in addition to any sums payable to **you** under this Section:

1. Inspection

Indemnify the costs of inspecting the **stock** after its loss or damage to assess its condition and recoverability if any;

2. Recovery

Indemnify the costs of recovery or attempted recovery of the **stock** that has been lost or damaged if capable of reasonable repair or **reinstatement**;

3. Mitigation

Indemnify the costs incurred for the purpose of mitigating or avoiding the loss or damage to the **stock** provided that in every case:

- (a) the cause of the loss or damage to the **stock** is one which is indemnified under this Section of the **policy**;
and
- (b) **our** total liability under any of these Extensions and the Operative Clause shall not exceed the limit of indemnity detailed in the **Certificate of Insurance**.

Exclusions

We will not indemnify **you** under this Section for:

1. loss or damage of **stock** in respect of or arising from:
 - (a) theft when resulting from **stock** being left unattended and without any security provisions (including but not limited to anti-theft devices, locked rooms or storage containers);
 - (b) wear, tear, weathering or other natural depreciation;
 - (c) marine growth, barnacles or marine pests;
 - (d) corrosion, rot, rust, mildew or damp;
 - (e) electrolytic action or osmosis; and
 - (f) actions pursuant to any civil, criminal or regulatory proceedings, by any government officers unless arising directly out of a cause indemnified under this Section of the **policy**.
2. loss or damage to any canopies, tarpaulins or protective covers of **stock** caused solely by wind action;

3. in respect of **vessels** forming **stock**, loss or damage caused by theft unless the **vessel** is permanently marked with a unique marking or number; or
4. in respect of any outboard motors forming **stock**, loss or damage caused by theft unless the outboard motor is secured by an anti-theft device in addition to its normal method of attachment to either a **vessel** or other display arrangement and **you** have maintained a current record of the serial numbers of all the outboard motors and their storage locations.

Section K – Goods in Transit

Operative Clause

Subject to the exclusions, conditions and definitions of this **policy**, **we** will indemnify **you** under this Section for loss of or damage to **goods in transit** whilst:

1. in transit in the **EUA** by land, air or water, including loading and unloading; and
2. temporarily housed in securely locked premises whether on or off the carrying **vehicle**, aircraft or **vessel** in the ordinary course of such a transit for a period of not more than 30 days

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

Limit of Indemnity

Our liability in respect of all claims arising out of one original cause shall not exceed the limit of indemnity detailed in the **Certificate of Insurance** irrespective of the number of claims or claimants. **We** may in **our** sole discretion indemnify **you** by payment of the cost of repair, **reinstatement** or replacement if the **goods in transit** are a **total loss** or a constructive **total loss** or reinstate the **goods in transit** or pay to **you** a sum equivalent to the cost of **reinstatement** less any excess.

Extension

This extension is subject to all exclusions, conditions and definitions of this **policy** so far as they can apply unless otherwise stated.

Vessels over 10 metres

We will, in addition to any sums payable to **you** under this Section and notwithstanding the provisions of General Definition “**goods in transit**”, indemnify **you** in respect of **vessels** of more than 10 metres length overall provided **we** have approved such **vessels** either by noting the **Certificate of Insurance** or otherwise consented in writing.

Exclusions

We will not indemnify **you** under this Section for:

1. loss or damage of **goods in transit** in respect of or arising from:
 - (a) consequential or indirect loss, depreciation, delay, inadequate documentation permits or authority;
 - (b) **gradual deterioration**, breakdown of refrigeration, defective packing, mildew, rot, vermin, contamination;
 - (c) the dishonest acts of any **employee** or of clerical or accounting errors;
 - (d) the carriage of explosives or other hazardous, noxious or dangerous goods;
 - (e) the carriage of livestock, bloodstock, gold or silver articles, precious metals or stones, jewellery, watches, furs, alcohols, tobacco goods, electronic or digital devices including non-marine radios, television sets, recorders, **computers** and the like, non-ferrous metals and scrap, **money**, stamp collections, objets d’art, fine art and antiques unless specifically agreed and endorsed in the **Certificate of Insurance**; and
 - (f) loss from a soft topped, open topped, open sided or curtain sided **vehicle** caused by theft or attempted theft (unless the **vehicle** is stolen at the same time) or inclement weather conditions.

For the purposes of exclusion 1(d). “explosives” shall not mean or include marine flares, rockets or other pyrotechnics or explosive powered safety devices customarily and legitimately used in **vessels** in the **United Kingdom**.

2. loss or damage of containers, trailers or demountable vans or the like used for carriage of the **goods in transit**;
3. any consequence of riot, strike or civil commotion occurring outside the **United Kingdom**; and
4. confiscation, nationalisation, requisition, destruction or damage by any government or local authority.

Conditions

1. **You** shall exercise all due care in the selection and supervision of **employees** and carriers of **goods in transit** and take precautions for the safeguarding and protection of **goods in transit**.
2. **You** shall take all such action as is necessary under the conditions of contract between **you** and the carrier to notify the carrier of the loss or damage to **goods in transit** within any applicable time limit or seven days whichever is the lesser. In the event **you** should prejudice **our** subrogated rights of recovery by failing to take such action **your** claim under this Section of the **policy** shall be reduced by the amount that would otherwise have been expected to be recovered from the carrier.

Section L – Exhibitions

Operative Clause

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

1. for loss of or damage caused to any **exhibition property** owned by **you** or for which **you** are legally responsible whilst exhibiting as an exhibitor at any exhibition worldwide as specified in the **Certificate of Insurance** other than the United States of America or Canada or in transit to and from the place of any such exhibition; and
2. for loss of **exhibition expenses** sustained by **you** as a direct result of:
 - (a) the loss or damage to **vessel** or **exhibition property** insured by this **policy**; or
 - (b) loss of or damage to the place of the exhibition or premises used in connection with the exhibition

as a result of which the holding of the exhibition is interfered with or abandoned at any time before the scheduled public closing time of the exhibition occurring during the **period of insurance** and arising out of **your business**.

Limit of Indemnity

Our liability in respect of all claims arising out of one original cause shall not exceed the limit of indemnity detailed in the **Certificate of Insurance** less any applicable excess irrespective of the number of claims or claimants. **We** may in **our** sole discretion indemnify **you** by payment of the cost of repair, **reinstatement** or replacement if **you** suffer loss or damage to **exhibition property**. In the event of a claim for loss of **exhibition expenses** **we** shall pay to **you** a sum equivalent to:

1. if the exhibition is abandoned that much of the **exhibition expenses** **you** paid or are liable to pay;
2. if the exhibition remains open to the public notwithstanding interference, such proportion of **exhibition expenses** the period of the exhibition was interfered with bears to the whole period of the exhibition.

Our liability under this Section does not include any indemnity against damages, **costs and expenses** that **you** may become legally liable for in the event of injury, loss or damage to any other person or other person's **property** or rights unless Section A - Public Liability forms part of this **policy**.

Exclusions

We will not indemnify **you** for:

1. loss of profit, consequential or indirect loss, depreciation, delay, inadequate transit or exhibition documentation permits or authority;
2. loss or damage to glass, china, jewellery, clocks, scientific instruments, livestock, bloodstock, watches, furs, **money**, objets d'art, fine art, antiques and other objects of a fragile nature unless specifically agreed in the **Certificate of Insurance** or unless caused by fire, theft or the direct result of collision or overturning of the **vehicle** carrying the **exhibition property** in transit;
3. loss or damage to any **exhibition property** due to wear and tear, inadequate or defective packing or storage, mildew, rot, vermin, external contamination or mechanical failure or breakdown;
4. loss or damage to **exhibition property** resulting from scratching, bruising, denting (including claims for repainting) occurring in transit or during loading or unloading;
5. any sums which **you** shall become legally liable to pay as damages in the event of accidental **bodily injury** to any person, any accidental loss of or damage to other **property**; or obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water unless Section A – Public Liability forms part of this **policy**; and
6. loss or damage to any **exhibition property** in or upon any **vehicle** owned or operated by **you** or **your employees** caused by inclement weather conditions where the **exhibition property** has not been covered or protected from the elements unless the result of an unforecasted and unexpected severe storm.

Section M – Business Interruption

Operative Clause

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

1. loss or damage **you** suffer as a result of interruption or interference to **your business** caused by the loss or destruction of or damage to **property** used by **you** at the **business premises** occurring during the **period of insurance** provided that there is in force at the time of such loss, destruction or damage an insurance covering **your** interest in such **property** against such loss, destruction or damage, and that payment has been made or liability admitted, or payment would have been made or liability admitted but for a provision excluding liability for such losses below a specified amount; and
2. the depreciation in value of **your** interest in the **business premises** directly caused by forfeiture or loss of **your** permit or licence in connection with **your business** or the refusal by the relevant authorities to renew **your** permit or licence as a result of the loss or damage included under Clause 1 above; and the **costs and expenses** incurred by **you**, with **our** prior written consent, in connection with any available appeal against such forfeiture or refusal to renew.

The amount **we** will pay to **you** under the indemnity provided by Clause 1 above will be calculated depending upon which option **you** have agreed with **us** and is endorsed on the **Certificate of Insurance** in the following manner:

Option M1 – Increased Rate of Working

We will pay **your** additional expenditure necessarily incurred by **you**, as a result of the occurrence of such loss, destruction or damage, to continue **your business** during the **business interruption indemnity period** provided the maximum amount **we** will pay will not exceed:

1. during the first three months of the **business interruption indemnity period** – 25% of the maximum limit;
2. for each subsequent month of the **business interruption indemnity period** – the proportion of the remaining 75% of the Maximum Limit which each month bears to the greater of the remaining portion of the **maximum business interruption indemnity period**.

Option M2 – Gross Profit

We will pay to **you**:

1. a sum calculated by multiplying the **proportion of gross profit** by the difference between the **turnover** during the **business interruption indemnity period** and the **standard turnover** which is solely attributable to the loss or destruction of or damage to **property** indemnified under this Section; and
2. the additional costs necessarily incurred by **you** for the sole purpose of reducing or avoiding any reduction in **turnover** during the **business interruption indemnity period**, provided **our** prior written consent to those additional costs is given before they are incurred.

In respect of both **we** will be entitled to deduct from any amount the sum paid to **you** under this option all sums not required to be paid by **you** during the **business interruption indemnity period** but which **you** would have paid save for the occurrence of the loss or destruction of or damage to **property** indemnified under this Section.

Limit of Indemnity

Our liability in respect of all claims arising out of one original cause shall not exceed:

1. in respect of Option M1 – the maximum limit which is the sum agreed with **us** and is endorsed on the **Certificate of Insurance** for increased rate of working.
2. in respect of Option M2 –
 - (a) regarding the calculated sum, the sum that is equal to 133.33 % of the estimated **gross profit** which is the amount shown in the **Certificate of Insurance** represented by **you** as being **your** anticipated **gross profit** for the **maximum business interruption indemnity period**;
 - (b) regarding the additional costs, the sum resulting from multiplying the **proportion of gross profit** by the amount by which **turnover** was reduced (if any); and
 - (c) in respect of **your** permit or licence, the sum agreed with **us** and endorsed on the **Certificate of Insurance** for loss or damage to **your** permit or licence.

Extensions

These extensions are subject to all exclusions, conditions and definitions of this **policy** so far as they can apply unless otherwise stated and extensions numbers 2 – 4 are each subject to a specific limit of liability of 25% of the above limit of indemnity.

1. Accountancy Costs

We will, in addition to any sums payable to **you** under this Section, pay to **you** by way of indemnity the costs and charges:

- (a) of accountants engaged by **you** for producing particulars, details or any other proof, information or evidence required by **us** for the purposes of any claim under this Section; and
- (b) of **your** accountant's auditing and/or reporting that any such claim is in accordance with the books of accounts and other records or documents of **your business**

provided the accountants are professionally registered and their terms of engagement, costs and charges are on a reasonable basis for the nature of **your** business and the total sum payable by **us** under this extension shall not exceed the sum endorsed on the **Certificate of Insurance** for accountancy costs.

2. Cyber Attack

We will indemnify **you** under this extension, notwithstanding any exclusions relating to **computers**, for loss or damage **you** suffer as a result of interruption or interference to **your business** caused by the erasure, distortion or other corruption of information on **computer** systems or other digital records or software whilst contained in or on any machine or digital data processing equipment due to the presence or introduction of any malware or other **computer** virus, worm or similar destructive or debilitating software which prevents the use of **your computer** systems or other digital records or software in the conduct of **your business**, provided always that:

- (a) such presence or introduction is not caused by or contributed to by any act or omission by **you**;
- (b) **you** make back-up copies of all **computer** or other digital records at least every 7 days and keep at least one copy of the back-up for 30 days; and
- (c) **you** have installed and maintain as current for the duration of the **period of insurance** a commercially available and recognised anti-virus **computer** protection programme.

3. Denial of Access

We will indemnify **you** under this extension for loss or damage **you** suffer as a result of interruption or interference to **your business** caused by the full denial of access to **your business premises** by land or by water by any event which prevents the use of **your business premises** and the conduct of **your business**, whether or not **your business premises** is damaged, provided always that the event is not caused by or contributed to by any act or omission by **you**.

4. Interruption to Utilities

We will indemnify **you** under this extension for loss or damage **you** suffer as a result of interruption or interference to **your business** caused by the loss of or prolonged interruption of supply to **your business premises** of any water, gas, electricity or telecommunication services which prevents the use of **your business premises** and the conduct of **your business**, whether or not **your business premises** is damaged, provided always that the loss or interruption of supply is not caused by or contributed to by any deliberate act or omission by **you** or on **your** behalf, including non-payment of charges.

Exclusions

We will not indemnify **you** under this Section:

1. for the loss or destruction of or damage to **property** used by **you** at the **business premises** caused by:
 - (a) any withholding of the supply of water, gas, electricity, fuel or telecommunication services to **your business premises** resulting from any deliberate act or omission by **you** or on **your** behalf toward any supplier of such services;
 - (b) the erasure, distortion or other corruption of information on **computer** systems or other digital records or software whilst contained in or on any machine or digital data processing equipment whether due to the presence of magnetic flux or otherwise unless caused by loss or damage to the machine or digital data processing equipment or is otherwise insured against in this Section;
 - (c) any permanent change in the water table level;

- (d) **pollution** or contamination unless such **pollution** or contamination at **your business premises** itself is a direct result of fire, lightning, explosion, malicious persons, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, earthquake, storm, tempest, flood, escape of water from water tanks, apparatus or pipes, sprinkler leakage, impact by any aircraft, **vehicle** or animals;
2. if **your business** is:
 - (a) wound up or carried on by an administrator, liquidator or receiver; or
 - (b) permanently discontinued.
 3. for any loss or damage caused by or arising from any outbreak of foot and mouth disease; and
 4. in respect of any forfeiture or loss of **your** permit or licence if:
 - (a) **you** are entitled to receive compensation under any legislation;
 - (b) the forfeiture or loss is a result wholly or partly of:
 - (i) misconduct, procurement, connivance, neglect or omission; or
 - (ii) failure to take any step necessary for keeping the permit or licence in force;
 by **you** or by any **employee**;
 - (c) **your business premises** are required for any public reason or if surrender or refusal to renew or forfeiture arises directly or indirectly from any scheme of town or country planning, improvement or re-development or there is any change to the law affecting the grant, surrender, refusal to renew or forfeiture of the permit or licence;
 - (d) **you** make any alterations to **your business premises** which require the consent of the relevant authority without first obtaining approval; or
 - (e) the **business premises** are closed for any period not required by law; or are not maintained in a satisfactory required state of repair and condition; or any direction or requirement of the relevant authority is not complied with, unless **you** can prove to **our** satisfaction that any such matter was beyond **your** power or control.

Conditions

1. In relation to any claim under Option M 2:
 - (a) when calculating the **proportion of gross profit**, **we** will take into account all circumstances and variations which would have affected the **gross profit** of **your business** both prior to and after the occurrence of the event insured against. The **gross profit** will be adjusted so as to properly reflect the financial results of **your business** had the event insured against not occurred so the **proportion of gross profit** figure is an accurate assessment of what **your business** would have achieved;
 - (b) when calculating opening and closing **stock** figures, **your** usual accounting method of depreciation will be used, and failing having a usual method, then good accountancy practice will be adopted. All calculations will be exclusive of VAT; and
 - (c) **we** will not take into account any adjustment **you** may make for current cost accounting.
2. If in relation to any claim or loss under this Section, **your** right to any indemnity for payment for that claim or loss will be forfeited if **you** have failed any or part of this condition. As soon as **you** become aware of:
 - (a) any complaint against the **business premises** or its operation, management or control;
 - (b) proceedings against, or conviction of, the permit or licence holder, any manager, tenant or occupier of the **business premises** for any breach of any legislation or any matter at all by which the character or the reputation of the person concerned is affected or called into question with respect to their honesty, moral standing or sobriety;
 - (c) a change in the tenancy occupation or management of the **business premises** or transfer of the permit or licence;
 - (d) any change in the purpose for which the **business premises** are used; or
 - (e) any objection to renewal or other circumstances which may endanger the continuation or renewal of the permit or licence

you will give to **us** as soon as possible written notice of such events and supply such additional information and give such assistance as **we** may reasonably require from **you**.

Section N – Defective Title

Operative Clause

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

1. the expected sale price of any **vessel** purchased by **you** and not sold;
2. the sale price of any **vessel** that **you** have sold; and
3. the commission or fee received in the case of any **vessel** that **you** have sold in relation to which sale **you** acted as an agent

in respect of a **vessel** purchased or sold by **you** during the **period of insurance** within the **United Kingdom** in the event of there being defective or no good title to the **vessel** and the legitimate owner of the **vessel** proves a valid claim against **you** for the return of the **vessel** or its value, or the purchaser of the **vessel** proves a valid claim for damages against **you** because **you** were unable to provide good title for the **vessel** or were otherwise negligent acting in **your** capacity as agent.

Limit of Indemnity

Our liability in respect of all claims arising out of one original cause shall not exceed in respect of any one claim the purchase price of the **vessel** or the limit of indemnity stated in the **Certificate of Insurance** whichever is the lesser.

Conditions

1. **You** will obtain the relevant original bill of sale for the **vessel**.
2. If **you** are a subscriber to the Boatmark Ltd scheme **you** will make the appropriate enquiry of Boatmark Ltd or their appointed agent in respect of any **vessel** bought or sold by **you**.
3. **You** will keep accurate written records of the purchase transaction for any second hand **vessel** including all attempts to establish details of any finance agreement affecting any **vessel** and ensure it has been or will be discharged before sale.
4. Payment of the price for any **vessel** purchased or allowances for part exchange, given by **you** must be by cheque, banker's draft or money transfer or by credit given by **you** against a new purchase.
5. **You** will obtain from the vendor of any **vessel**, prior to purchasing or agreeing to purchase it, a signed declaration that the vendor is the true owner and that there are no outstanding charges on the **vessel**.

Section O – Money & Personal Accident

Operative Clause

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

1. **money**;
2. safes, vaults, or strong rooms ordinarily used to hold **money**;
3. bag, carry case, belt or other container ordinarily used to carry **money** whilst in use for carrying **money**; or
4. counting machine or franking machine owned by **you** or **your** legal responsibility

in the event of

- (a) theft; or
- (b) attempted theft

occurring during the **period of insurance** and arising out of **your business** in the **EUA**.

Limit of Indemnity

Our liability in respect of all claims arising out of one original cause shall not exceed the limit of indemnity detailed below:

Money in your business or in transit	GBP10,000
Money at your home	GBP1,000
Non-negotiable instruments	GBP250,000

Costs and expenses are payable in addition to the limit of indemnity under this Section apart from any claim brought in the United States of America or Canada or any territory within their jurisdiction where the limit of indemnity shall be the maximum amount payable including **costs and expenses**.

Extensions

These extensions are subject to all exclusions, conditions and definitions of this **policy** so far as they can apply unless otherwise stated.

1. Personal Accident

We will indemnify **you** against liability in respect of **bodily injury** sustained by **you** or any director or **employee** engaged in **your business** arising from malicious attack or assault or attempted malicious attack or assault by any person engaged in the theft or attempted theft of **money** insured by this Section in respect of any payment to the injured person made by **you** up to the limits set out below.

If **bodily injury** shall be the sole and immediate cause of:

- (a) Death GBP25,000
- (b) Loss or loss of use of one or more limb hand foot and/or eye GBP10,000
- (c) Permanent total loss of hearing or speech GBP5,000
- (d) Permanent total inability to attend to any occupation or **business** GBP10,000
- (e) Total, but temporary, inability to attend to the usual occupation or **business**, the person or **employee's** weekly wage or salary but not exceeding GBP250 per week to a maximum of 52 weeks.

2. Clothing

If as a result of a malicious attack or assault or attempted malicious attack or assault indemnified by this Section loss or damage to clothing or personal effects of the injured person is suffered **we** will indemnify **you** in respect of payment made by **you** in respect of repair or replacement of that loss or damage but not exceeding in respect of any one person the sum of GBP2,000.

For the purposes of this extension “**bodily injury**” shall mean physical injury resulting from malicious attack or assault or attempted malicious attack or assault indemnified but not including sickness, disease or any naturally occurring condition or degenerative process.

Conditions

1. When **your business premises** are unattended all safes, strong rooms, cash registers, cash drawers or other lockable **property** used for storage of **money** are closed and locked;
2. The keys or codes for opening all safes, strong rooms, cash registers, cash drawers or other lockable **property** are removed from **your business premises** whenever it is unattended and kept in a secure place;
3. **You** will keep a record of all **money** held at **your business premises** at all times and this will be maintained daily and kept in a secure place separate and apart from the **money**;
4. In the event that **you** have a current and maintained intruder alarm system installed in **your business premises**
 - (a) **you** will ensure the alarm system shall be fully operational and set whenever **your business premises** are shut for **business** or left unattended; and
 - (b) **you** will keep in force for the **period of insurance** any maintenance contract for the alarm system existing on the day before the effective date set out in the **Certificate of Insurance** to this **policy**;
5. **You** will formally report each occurrence of theft or attempted theft to the police at the earliest possible opportunity after each occurrence.

Exclusions

We will not indemnify **you** under this Section:

1. in respect of loss or damage caused by or arising from the dishonest acts of any **employee** or of clerical or accounting errors;
2. until the entire amount of loss and damage has been ascertained and agreed;
3. if death or loss or loss of use occurs, or total inability to attend to the usual occupation or **business** commences, more than twenty four months after the date the **bodily injury** is sustained; and
4. in respect of any **costs or expenses** incurred by **you** in respect of determining any liability in respect of **bodily injury**.

Section P – Terrorism

Definitions

The following words will have the same meaning wherever they appear in this section. To help identify these words they will appear in **bold**.

Act(s) of terrorism	means acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing, by force or violence, of Her Majesty's government in the United Kingdom or any other legitimate government or accepted (illegitimate) government.
Certified	means formal confirmation from HM Treasury that an act(s) of terrorism has occurred in Great Britain or has been determined to have been such by a Tribunal.
Computer system(s)	means a computer or other equipment or component or system or item which processes, stores, transmits or receives data .
Consequential loss	means loss resulting from interruption of or interference with the business carried on by you at the premises following damage to property used by you at the premises for the purpose of the business.
Data	means data of any sort, including but not limited to, tangible or intangible data and any programs of software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, website or any information.
Denial of service attack	means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or computer systems . Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of those actions or instructions by other computer systems .
Excess	means the amount or amounts shown in your policy or the schedule which we will deduct from each claim at each separate location.
Hacking	means unauthorised access to any computer system whether your property or not.
Nuclear installation	means any installation of such class or description as may be prescribed by regulations made by the relevant secretary of state from time to time by statutory instrument, being an installation designed or adapted for: a) the production or use of atomic energy; b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or c) the storage, processing or disposal of nuclear fuel or bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.
Nuclear reactor	means any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.
Period of insurance	means the period of insurance specified above.
Phishing	means any access or attempted access to data made by means of misrepresentation or deception.

Property

(a) means all **property** excluding:

any land or building which is occupied as a private residence in whole or in part unless:

- i) insured under the same insurance policy as the part of the building which is not a private residence;
- ii) not insured in the name of an individual;

(b) any **nuclear installation** or **nuclear reactor** and all attaching fixtures and fittings, all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve a **nuclear installation** or **nuclear reactor**.

Virus or Similar Mechanism

means program code, programming instruction or any set of instructions intentionally constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor **computer systems**, computer programs, **data** 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 and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

War and allied risks

means any loss occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Cover provided by this section

In consideration of the payment of the Terrorism premium and its insurance premium tax, this policy is extended for the **period of insurance** stated above to include:

1. damage to **property** insured at the premises, situated in England and Wales and Scotland but not the territorial sea adjacent to it as defined by the Territorial Sea Act 1987; and
2. where applicable under this policy, **consequential loss** arising from business interruption,

occasioned by or happening through or in consequence of an **act of terrorism** which is **certified** and which occurs during the **period of insurance**.

Provided that:

- a) this Terrorism insurance is subject to the terms, definitions, provisions, conditions and extensions of this policy except as expressly varied under this endorsement and providing that if there is conflict between this endorsement and the rest of the policy this endorsement will prevail; and
- b) **our** liability for all losses arising out of any one occurrence and, where applicable under this policy, in total in any one **period of insurance** will not exceed the limits as otherwise specified in this policy.

Conditions (actions that you or we agree to take)

Included here are the conditions of the insurance that you need to meet as your part of this contract. If you do not meet these conditions, we may need to reject a claim or a claim payment could be reduced. In some circumstances your policy may not be valid.

- a) The cover provided under this endorsement will not apply to:
 - i) any Long Term Agreement / Undertaking to which this policy is subject;
 - ii) any terms in this policy that provide for adjustments of premium based upon declarations on expiry or during the **period of insurance**.
- b) **You** must declare to **us** all **property** and/or premises owned by **you** or for which **you** are responsible including all **property** and/or premises of subsidiary companies.
- c) In any action, suit or other proceedings where **we** allege that any **damage** or **consequential loss** is not covered, the burden of proving that **damage** or **consequential loss** is covered will be upon **you**.
- d) Irrespective of the currency in which this policy is expressed, the limit of liability and the premium for the Terrorism Insurance provided by this endorsement will be determined in £ (pounds sterling).

What is not covered

We will not cover any loss or any related financial loss and expense including **consequential loss**:

1. occasioned by or happening through or because of **war and allied risks**;
2. caused by or contributed to, by or arising from:
 - a) damage to or the destruction of any **computer system**;
 - b) any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your property** or not, where the loss is caused by or contributed to, by, or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

However this exclusion 2. will not apply to damage to **property**, the proximate cause of which is an **act of terrorism**, where the damage:

- i) results directly (or, solely as regards ii) c) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle or of any goods or cargo carried in or on a vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **computer system**; and
- ii) comprises:
 - a) the cost of reinstatement, replacement or repair following damage to **property** insured by **you**; or
 - b) the amount of business interruption loss suffered directly by **you** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either **damage of property** insured by **you** or as a direct result of denial, prevention or hindrance of access to or use of the **property** insured by **you** by reason of an **act of terrorism** causing damage to other **property** within 1 mile of the **property** insured by **you** to which access is affected; or
 - c) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of **damage to property** and any additional costs or charges reasonably and necessarily paid by **you** to avoid or diminish a loss;and
- iii) is not proximately caused by an **act of terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any legitimate government or accepted (illegitimate) government of any nation, country or state.
- iv) The definition of **property** for the purposes of this exclusion 2. excludes:
 - a) any money, non-negotiable instruments, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, financial securities or any other financial instrument of any sort; and
 - b) any **data**.
- v) Regardless of exclusion 2. iv) b), to the extent that **damage of property** within the meaning of sub-paragraph ii) above indirectly results from any alteration, modification, distortion, erasure or corruption of **data**, because the occurrence of one or more of the matters referred to in sub-paragraph i) above results from any alteration, modification, distortion erasure or corruption of **data**, that will not prevent cost or business interruption loss directly resulting from **damage of the property** and otherwise falling within sub-paragraphs i) and ii) above from being recoverable under this endorsement. In no other circumstances than the previous sentence, however, will any loss or losses caused by, contributed to, by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **data** be recoverable under this endorsement.
- vi) For the avoidance of doubt, the burden of proof will be on **you** to prove or establish all the matters referred to in sub-paragraphs i) and ii) above

General Extensions

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

1. Contractual Liability

Notwithstanding General Exclusion 9, **we** will indemnify **you** under any Section of this **policy** against liability in respect of **bodily injury** or loss of or damage to **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** in respect of liability which arises out of the performance by **you** of such contract or agreement provided that:

- (a) the conduct and control of claims is vested in **us**;
- (b) the indemnity granted by Section D – Employers' Liability shall apply only in respect of liability to any **employee**; and
- (c) nothing in this extension shall increase **our** liability to pay any amount in excess of the limit of indemnity under any Section of this **policy**.

For the purpose of this extension, "principal" means the other party to a contract or agreement for whom **you** are undertaking work or services or providing **products** where such party is responsible for setting out the terms of the contract or agreement.

2. Cross Liabilities

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

However, nothing in this extension shall increase **our** liability to pay any amount in excess of the limit of indemnity under any Section of this **policy**.

3. Compensation for Court Attendance

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

- (a) Any director or partner GBP200 per day
- (b) Any **employee** GBP100 per day

subject to a maximum aggregate limit in the **period of insurance** of GBP5,000.

4. Legal Expenses Including Corporate Manslaughter

In the event of:

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

we will provide indemnity against **costs and expenses** incurred in representing **you** in such proceedings, including appealing the results of such proceedings, as long as the proceedings relate to an act, omission or incident or alleged act, omission or incident which has been committed during the **period of insurance** within the **United Kingdom** and in the course of the **business**.

The following conditions apply:

- (a) **Our** total liability in respect of all **costs and expenses** shall not exceed GBP1,000,000 in the aggregate during any one **period of insurance**.
- (b) **We** will only indemnify **you** where such **costs and expenses** arise as a result of any matter which is the subject of indemnity under this **policy**.
- (c) **We** will only be liable for **costs and expenses** incurred in respect of legal representation appointed by **us**.

- (d) If there is any other insurance or indemnity in force covering the same **costs and expenses**, **our** liability shall be limited to a proportionate amount of the total **costs and expenses** but subject always to the limit of indemnity of GBP1,000,000.
- (e) This indemnity will not apply:
 - (i) in respect of fines or penalties of any kind;
 - (ii) to proceedings consequent upon any **bodily injury** deliberately caused by **you**; or
 - (iii) to persons other than **you** or any of **your** directors, partners, proprietors or **employees**.

General Exclusions

Applicable to all sections of the **policy** unless stated otherwise and provided that General Exclusions 2 - 4, 10 and 13 below are not applicable to Section D – Employers' Liability; and General Exclusion 10 below is not applicable to Section C – Marine Liability. General Exclusions do not apply to Section P – Terrorism.

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

1. in respect of any judgment award or settlement made within countries which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgment award or settlement either in whole or in part;
2. caused by or arising out of the deliberate, conscious or intentional disregard of **your** obligation to take all steps to prevent **bodily injury** or loss of or damage to **property**;
3. caused by or arising out of liquidated damages clauses, penalty clauses or performance warranties unless such liability would have attached in the absence of such clauses or conditions;
4. directly or indirectly caused by or arising out of **terrorism**. This exclusion also excludes loss, damage, **costs and expenses** of whatsoever nature directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

If **we** allege that by reason of this exclusion any loss, damage or **costs and expenses** is not indemnified by this insurance the burden of proving to the contrary shall be upon **you**;

5. directly or indirectly caused by or contributed by or 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 explosive nuclear assembly or nuclear component thereof;

provided that in respect of claims arising out of injury which form the subject of indemnity under Section D – Employers' liability this exclusion shall only apply to liability:

- (i) of any party to whom indemnity is granted by way of Extension 1 or their personal representative; or
 - (ii) assumed by **you** by agreement which would not have attached in the absence of such agreement.
6. for any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever;
7. for the first amount of each claim arising out of damage stated as the excess in the **Certificate of Insurance**;
8. which forms the subject of insurance by any other **policy** and this **policy** shall not be drawn into contribution with such other insurance;
9. which is assumed by **you** under agreement unless such liability would have attached in the absence of such agreement;
10. caused by or arising out of **pollution**.

But **we** will indemnify **you** under Section A – Public Liability or Section B – Products Liability of this **policy** against liability in respect of accidental **bodily injury** or accidental loss of or damage to **property** caused solely by **pollution** which results from a sudden, identifiable, unintended and unexpected incident and such incident takes place in its entirety at a specific and identified time and place during the **period of insurance** provided that:

- (a) all **pollution** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place;
- (b) **we** shall not indemnify **you** against liability in respect of **pollution** happening anywhere in the United States of America or Canada; and
- (c) nothing in these provisos shall increase **our** liability to pay damages, costs, fees and expenses in excess of the limit of indemnity in the **Certificate of Insurance** in the aggregate in respect of any one **period of insurance**.

11. directly or indirectly occasioned by, happening through, or in consequence of, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
12. arising out of failure of any **computer** system, whether or not **your property**, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any **computer** system relating to date or time compliance;
13. in respect of any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or **products** containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence to a loss.
14. **INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

- 14.1 In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 14.1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 14.1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 14.1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 14.1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - 14.1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

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15. **Sanction Limitation and Exclusion Clause**

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.

16. **INSTITUTE CYBER ATTACK EXCLUSION CLAUSE**

- 16.1 Subject only to Clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any **computer**, **computer** system, **computer** software programme, malicious code, **computer** virus or process or any other electronic system.
- 16.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or **terrorism** or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any **computer**, **computer** system or **computer** software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

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General Conditions

Applicable to all sections of the **policy** unless stated otherwise.

1. The due observance and fulfilment of the terms conditions and endorsements of this **policy** insofar as they relate to anything to be done or complied with by **you** shall be a requirement of **our** liability to make any payment under this **policy**.
2. Any written proposal and/or declaration made by **you** or on **your** behalf shall form the basis of this policy and is deemed to be incorporated herein.
3. Any phrase or word in this **policy** and the **Certificate of Insurance** will be interpreted in accordance with English law.
4. Except where the context otherwise requires, a reference to one gender shall include a reference to the other gender.
5. Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
6. The **policy** and the **Certificate of Insurance** shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this **policy** or **Certificate of Insurance** shall bear such specific meaning wherever it may appear.
7. If any claim under this **policy** is in any respect fraudulent this **policy** shall become void and all benefit hereunder shall be forfeited.
8. The truth of statements, answers and information supplied in connection with this **policy** shall be a requirement of **our** liability to make any payment under this **policy**.
9. **You** shall give notice to **us** of any alteration or circumstance which materially affects the risks insured under this **policy** and until **we** are advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and **you** have paid or agreed to pay the additional premium (if any) **we** shall not be liable in respect of any claim or claims due wholly or partially to such alteration or circumstance.
10. **You** shall give immediate notice in writing to **us** of any occurrence that may give rise to a claim under this **policy** and shall give all such additional information as **we** may require. Every impending prosecution, inquest or fatal accident enquiry claim, writ, summons or process and all documents relating thereto shall be forwarded to **us** immediately they are received.
11. **You** shall make no admission, offer, promise or payment without **our** written consent and **we** shall be entitled to take over and conduct in **your** name the defence or settlement of any claim or to prosecute in **your** name for **your** own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and **you** shall give all such information and assistance as **we** may require.
12. **We** may at any time pay to **you** in connection with any claim or series of claims under this **policy** to which an indemnity applies the limit of indemnity (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made, **we** shall relinquish the control of and be under no further liability in connection with such claims except for the payment of defence costs incurred prior to the date of such payment (unless the limit of indemnity is stated to be inclusive of defence costs).

However if **we** exercise the above option and the amount required to dispose of any claim or series of claims exceeds the limit of indemnity and such excess amount is insured either in whole or in part with defence costs

payable in addition to the limit of indemnity under this **policy** then **we** will also contribute **our** proportion of subsequent defence costs incurred with **our** consent.

13. If in respect of any claim under this **policy** there is any other insurance in **your** favour in force relative to such claim, or there would be but for the existence of this **policy** **our** liability shall be limited to the amount in excess of that which is or would have been payable subject always to the limit of indemnity.
14. Where an excess amount is shown in the **Certificate of Insurance** **you** shall bear such amount in respect of each and every claim for loss in respect of the Section to which the claim and excess applies.
15. This **policy** or any Section of this **policy** may be cancelled by **us** by giving **you** 30 days' notice in writing of such cancellation to **your** last known address, or by mutual agreement.
16. The parties are free to choose the law applicable to this **policy** prior to commencement of the **policy**. Unless specifically agreed to the contrary this **policy** shall be subject to English law and the English courts shall have exclusive jurisdiction.
17. The terms of this **policy** are only enforceable by the named insured. A person who is not a named insured has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this **policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
18. By entering into this **policy** **you** will be deemed to specifically consent to the use of **your policy** data in the following way and for the following purposes.
 - (a) Certain information relating to **your policy** including, without limitation,
 - (i) the **policy** number(s);
 - (ii) employer's names and addresses (including subsidiaries and any relevant changes of name);
 - (iii) dates of cover;
 - (iv) employer's reference numbers provided by Her Majesty's Revenue and Customs; and
 - (v) Companies House reference numbers (if relevant)

will be provided to the Employers' Liability Tracing Office (**ELTO**) and added to an electronic database (**database**).

- (b) This information will be made available by **us** to **ELTO** in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.
- (c) The **database** will assist individual claimants who have suffered an employment related injury or disease arising out of their course of employment in the **United Kingdom** for employers carrying on or who carried on **business** in the **United Kingdom** and who are covered by the employers' liability insurance of their employers (**claimants**):
 - (i) to identify which insurer (or insurers) provided employers' liability cover during the relevant periods of employment; and
 - (ii) to identify the relevant employers' liability insurance policies.
- (d) The **database** will be managed by **ELTO**.
- (e) The **database** and the data stored on it may be accessed and used by **claimants**, their appointed representatives, insurers with potential liability for **United Kingdom** commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

How to make a complaint

MS Amlin's aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times MS Amlin are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact **us** or **your** broker where applicable. In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time. Making a complaint does not affect any of **your** legal rights.

MS Amlin's contact details are:

Post: MS Amlin Complaints, The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG

Telephone: +44 (0) 20 7746 1300 Fax: +44 (0) 20 7746 1001

Email: complaints@msamlin.com

If **your** complaint cannot be resolved by the Complaints Department within two weeks, or if **you** have not received a response within two weeks **you** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **your** complaint and provide **you** with a written final response.

Lloyd's contact details are:

Post: Complaints, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN

Telephone: +44 (0) 20 7327 5693 Fax: +44 (0) 20 7327 5225

Email: complaints@lloyds.com

Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or if **you** have not received a written final response within eight weeks from the date MS Amlin received **your** complaint, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service who will independently consider **your** complaint free of charge. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123

Tel (Outside UK): +44 (0) 20 7964 0500 Fax: +44 (0)20 7964 1001

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

Website: www.financial-ombudsman.org.uk

Alternatively, if **you** have bought a product or service online **you** may have the right to register **your** complaint with the European Commission's online dispute resolution (ODR) platform. The ODR platform will redirect **your** complaint to the appropriate alternative dispute resolution body. For further details visit <http://ec.europa.eu/odr>

Please note:

- **You** must refer **your** complaint to the Financial Ombudsman Service within six months of the date of **our** final response.
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees.