



# RENEWAL SCHEDULE

Policy: HU PI6 1671501 (17)

## INSURANCE DETAILS

**Period of Insurance:** From 01 February 2011 to 31 January 2012 Both days inclusive  
**Underwritten by:** Hiscox Insurance Company Limited  
**Payment Method :** Payment by Broker's Account

## INSURED DETAILS

**Insured :** Elmhurst Energy Systems Ltd  
**Address :** Unit 16  
 St Johns Business Park  
 Lutterworth  
 Leicestershire  
 LE17 4HB  
**Additional Insureds :** There are no Additional Insureds on this policy.  
**General Wording :** 6253 WD-PIP-UK-GTC(6b)

## PREMIUM DETAILS

<b>Annual Premium :</b>	<b>Annual Tax :</b>	<b>Total :</b>
<b>Total Premium :</b>	<b>Total Tax :</b>	<b>Total :</b>

## PROFESSIONAL INDEMNITY FOR MISCELLANEOUS PROFESSIONS

**Description:** Professional Indemnity for Professional Inventory Providers

Limit of indemnity	Excess	Annual Premium	Annual Tax
£ 1,000,000	£ 250		

**Wording:** 5998 WD-PIP-UK-SP(3)  
**Proposal Form Dated:** 09/02/2010  
**Limit Applies to :** any one claim and in the aggregate including defence costs  
**Excess Applies to :** each claim or loss excluding defence costs  
**Geographical Limits :** England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands  
**Applicable Courts :** England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

## Business Activities

Provision of inventory reports produced by Professional Inventory Providers who are members of The Association of Professional Inventory Providers and accredited by Elmhurst Energy Systems Limited.

## What is not Covered

Claims first brought in the USA / Canada are NOT covered

## Endorsements

- 113.1 Loss of own documents endorsement
- 400.1 Retroactive date: Business performed in the past



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**600.0** Aggregate limits  
Run-off clause

**GENERAL LIABILITY (PUBLIC AND PRODUCTS LIABILITY)**

Limit of indemnity	Excess	Annual Premium	Annual Tax
£ 2,000,000	£ 250		

**Wording:** 6130 WD-PIP-UK-GL(4)  
**Limit Applies to :** Each claim with defence costs paid in addition other than for pollution and for products to which a single aggregate policy limit including defence costs applies.  
**Excess Applies to :** each agreed claim for property damage only  
**Geographical Limits :** England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands  
**Applicable Courts :** England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

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

<b>Criminal defence costs</b>	£ 100,000
<b>Pollution defence costs</b>	£ 100,000
<b>Court attendance costs - employees (per day)</b>	£ 100
<b>Court attendance costs - directors (per day)</b>	£ 250
<b>Total of all Court Attendance Compensation</b>	£ 10,000

**What is not Covered**

**Claims first brought in the USA are NOT covered**

**Endorsements**

**138.0** Products liability exclusion clause



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

**Professional indemnity Clauses In Full**

<b>Clause</b>	<b>113.1</b>	<p><b>Loss of own documents endorsement</b></p> <p>This section is extended to cover <b>you</b> against the cost of restoring or replacing any document, information or data of <b>yours</b> which is necessary for the performance of <b>your business activity</b> if <b>you</b> discover during the <b>period of insurance</b> that it has been lost, damaged or destroyed while in <b>your</b> possession. This does not include any bearer bonds, coupons, share certificates, stamps, money or other negotiable documents or any artwork created in the performance of <b>your business activity</b>.</p> <p><b>We</b> will not make any payment arising from the loss or distortion of any data held electronically.</p> <p><b>HOW MUCH WE WILL PAY</b></p> <p><b>We</b> will pay the reasonable expenses <b>you</b> incur with <b>our</b> prior written consent in restoring or replacing the lost, damaged or destroyed document, information or data.</p> <p>This endorsement does not increase the total amount <b>we</b> will pay for all claims inclusive of <b>defence costs</b>, and <b>your</b> own losses, arising from dishonesty and from the physical loss or destruction of or damage to tangible property and from the death, disease or bodily or mental injury of anyone. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.</p>
<b>Clause</b>	<b>400.1</b>	<p><b>Retroactive date: Business performed in the past</b></p> <p><b>We</b> will not make any payment for any claim or loss which arises from any <b>business activity</b> performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, before: 1st February 2010</p>
<b>Clause</b>	<b>600.0</b>	<p><b>Aggregate limits</b></p> <p>Under the section of the wording headed HOW MUCH WE WILL PAY the following paragraph is deleted in its entirety:</p> <p>All claims or losses which arise from the same original cause, a single source or a repeated or continuing shortcoming in your work will be regarded as one claim. This includes such claims and losses arising after as well as during, the period of insurance.</p>



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<b>Clause</b>	<b>Run-off clause</b>
	Run-off Period
	In the event that you or we do not renew or you or we cancel this policy, the policy shall continue in force for a period of 72 months from the date of non-renewal or cancellation (the "Run-Off Period"), provided that: (a) this section shall only apply to claims arising from business activities completed prior to the date of non-renewal or cancellation (b) no similar insurance is effected to cover business activities completed prior to the date of non-renewal or cancellation
	The limit of indemnity for the run-off period will be part of and not in addition to the limit of indemnity shown in the schedule.

**Public and products liability Clauses In Full**

<b>Clause</b>	<b>138.0</b>	<b>Products liability exclusion clause</b>
		<b>We will not make any payment for any claim or loss directly or indirectly due to any of your products.</b>

**CLAUSES - Applicable to the whole policy.**

<b>Clause</b>	<b>440.0</b>	<b>Insurance Premium Tax (IPT)</b>
		The rate of insurance premium tax applicable to UK insurance business increases from 5% to 6% on 4th January 2011. Therefore, the tax amount shown may change depending upon when <b>we</b> accept <b>your</b> instructions to proceed with cover. If in doubt, please contact us.
<b>Clause</b>	<b>603.0</b>	<b>Commercial assistance &amp; legal advice helpline</b>
		Your Hiscox policy gives you access to a general business advice line.  For advice on employment, prosecutions, health and safety, sex discrimination, tax and European law call <b>+44 (0)870 050 3030</b> .



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<b>Clause</b>	<b>Premium Clause</b> <p><b>You</b> will send <b>us</b> a monthly bordereaux for every calendar month prior to the end of the succeeding month detailing:</p> <ol style="list-style-type: none"><li>1) the number of inventories produced and</li><li>2) the address on each inventory produced.</li></ol> <p><b>You</b> agree to pay <b>us</b> a premium plus insurance premium tax per inventory produced.</p> <p><b>You</b> agree to pay this premium every month.</p> <p>No additional premium will be payable until the accumulative premium to be paid (number of inventories multiplied by the premium per inventory) is greater than the deposit premium paid already paid.</p>
<b>Clause</b>	<b>Cancellation amendment</b> <p>It is agreed that General Condition 5. is amended by the addition of the following:</p> <p>Elmhurst Energy Systems Limited will inform all past and present accredited Professional Inventory Providers in the event of the cancellation of this policy.</p>
<b>Clause</b>	<b>Amendment to General Condition 7. Aggregate Limit</b> <p>It is agreed that General Condition 7. Aggregate Limit is amended by the addition of the following:</p> <p>In the event the total amount of payments and reserves of all relevant claims and losses exceeds 25% of the aggregate limit of indemnity shown in the schedule Elmhurst Energy Systems Limited will inform all their accredited Professional Inventory Providers accordingly. Elmhurst Energy Systems Limited will update you appropriately as the limit is used up.</p> <p>In the event that the total aggregation of paid and reserved claims exceeds the limit of indemnity shown in the schedule the remainder of the limit will be exhausted on a date of settlement basis.</p>



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**Clause**

**Data Protection Act**

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

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



## Professional insurance portfolio

### Policy wording

**A seamless integrated insurance solution for professionals.**

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

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**Our promise to you**

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

Signed for and on behalf of Hiscox Underwriting Limited:



**Steve Langan**  
Managing Director, Hiscox UK

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**Complaints procedure**

**We** pride ourselves on providing a first class, reliable and efficient service to all of **our** customers. Complaints are a key to monitoring **our** service and wherever possible, **we** seek to take action to prevent recurrence of a problem.

**We** define a complaint as any expression of dissatisfaction, whether oral or written, and whether justified or not, about a service or activity provided by **us**.

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

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

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

Telephone: 0845 213 8777  
Email: [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com)

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

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

Telephone: 0845 080 1800

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<b>General definitions</b>	Words shown in <b>bold</b> type have the same meaning wherever they appear in this <b>policy</b> . The words defined below are used throughout this <b>policy</b> . Any other definitions are shown in the section to which they apply.
<b>Asbestos risks</b>	<ol style="list-style-type: none"><li>a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or</li><li>b. exposure to asbestos, asbestos fibres or materials containing asbestos; or</li><li>c. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.</li></ol>
<b>Business</b>	<b>Your</b> business or profession as shown in the schedule.
<b>Confiscation</b>	Confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
<b>Date recognition</b>	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
<b>Endorsement</b>	A change to the terms of the <b>policy</b> .
<b>Excess</b>	The amount <b>you</b> must bear as the first part of each agreed claim.
<b>Geographical limits</b>	The geographical area shown in the schedule.
<b>Nuclear risks</b>	<ol style="list-style-type: none"><li>a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li><li>b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;</li><li>c. all operations carried out on any site or premises on which anything in a. or b. above is located.</li></ol>
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in the schedule.
<b>Policy</b>	This insurance document and the schedule, including any <b>endorsements</b> .
<b>Terrorism</b>	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none"><li>a. is committed for political, religious, ideological or similar purposes; and</li><li>b. is intended to influence any government or to put the public, or any section of the public, in fear; and</li><li>c.<ol style="list-style-type: none"><li>i. involves violence against one or more persons; or</li><li>ii. involves damage to property; or</li><li>iii. endangers life other than that of the person committing the action; or</li><li>iv. creates a risk to health or safety of the public or a section of the public; or</li><li>v. is designed to interfere with or to disrupt an electronic system.</li></ol></li></ol>
<b>Virus</b>	A piece of unauthorised executable code which propagates itself through <b>your</b> computer system or network.
<b>War</b>	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
<b>We / us / our</b>	The insurers named in the schedule.
<b>You / your</b>	The insured named in the schedule.

**Conditions precedent**

General Conditions 2, 3 and 4 below, General Claims Condition 1 and the conditions shown in each section under the heading **Your obligations** are all conditions precedent to **our** liability. **We** will not make any payment under this insurance unless **you** comply with all the requirements of those conditions.

**General conditions**

The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply.

- |                         |   |
|-------------------------|---|
| Basis of insurance      | <p>1. Because of its importance, all information which <b>you</b> or anyone on <b>your</b> behalf provided before <b>we</b> agreed to insure <b>you</b> is incorporated into and forms the basis of this <b>policy</b>.</p> <p>All facts and matters which might be relevant to <b>our</b> consideration of <b>your</b> proposal must be disclosed and all material representations made to <b>us</b> must be true, otherwise <b>we</b> are entitled to treat this insurance as if it had never existed.</p>  |
| Change of circumstances | <p>2. <b>You</b> must tell <b>us</b> as soon as reasonably possible of any change in circumstances during the <b>period of insurance</b> which may materially affect this <b>policy</b>. (A material fact or circumstance is one which might affect <b>our</b> decision to provide insurance or the conditions of that insurance.) <b>We</b> may then change the terms and conditions of this <b>policy</b>.</p>  |
| Due diligence           | <p>3. <b>You</b> must take reasonable steps to prevent accident or injury and to protect <b>your</b> property against loss or damage. <b>You</b> must keep any property insured under this <b>policy</b> in good condition and repair.</p>  |
| Premium payment         | <p>4. <b>We</b> will not make any payment under this <b>policy</b> unless <b>you</b> have paid the premium.</p>   |
| Cancellation            | <p>5. <b>You</b> or <b>we</b> can cancel the <b>policy</b> by giving 30 days' written notice. <b>We</b> will give <b>you</b> a refund of the premium for the remaining period.</p> <p>If <b>we</b> have agreed that <b>you</b> can pay <b>us</b> the premium by instalments and <b>we</b> have not received an instalment 14 days after the due date, <b>we</b> may cancel the <b>policy</b>. In this event, the <b>period of insurance</b> will equate to the period for which premium instalments have been paid to <b>us</b>. <b>We</b> will confirm the cancellation and amended <b>period of insurance</b> to <b>you</b> in writing.</p> |
| Multiple insureds       | <p>6. The most <b>we</b> will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount <b>we</b> will pay will not exceed the amount <b>we</b> would be liable to pay to any one of <b>you</b>.</p> <p><b>You</b> agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the <b>policy</b>.</p>   |
| Aggregate limit         | <p>7. Where this <b>policy</b> specifies an aggregate limit, this means <b>our</b> maximum payment for all relevant claims or losses covered under the <b>policy</b> during the <b>period of insurance</b>.</p> <p>If the <b>period of insurance</b> is continuous, the aggregate limit will apply to all relevant claims or losses covered under the <b>policy</b> during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.</p>   |
| Rights of third parties | <p>8. <b>You</b> and <b>we</b> are the only parties to this <b>policy</b>. Nothing in this <b>policy</b> is intended to give any person any right to enforce any term of this <b>policy</b> which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.</p>  |
| Other insurance         | <p>9. This <b>policy</b> does not cover any loss or claim where <b>you</b> would be entitled to be paid under any other insurance if this <b>policy</b> did not exist.</p>  |
| Governing law           | <p>10. Unless some other law is agreed in writing, this <b>policy</b> will be governed by the laws of England.</p>  |
| Arbitration             | <p>11. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.</p>   |

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**General claims conditions**

The following claims conditions apply to the whole of this **policy**. Any other claims conditions and procedures are shown in the section to which they apply.

## Your obligations

1. **We** will not make any payment under this **policy** unless **you**:
  - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section;
  - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**;
  - c. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim;
  - d. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.

## Fraud

2. If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then **we** will treat this **policy** as if it had never existed.

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

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**Special definitions for this section**

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

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**What is covered**

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

Loss of documents

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

#### What is not covered

Matters specific to your business

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

Matters insurable elsewhere

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

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

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

Deliberate, reckless or dishonest acts

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

## Professional indemnity

### Policy wording

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

### How much we will pay

**We** will pay up to the limit of indemnity shown in the schedule unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the relevant **excess** shown in the schedule.

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

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

All claims and losses which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim. This includes such claims and losses arising after, as well as during, the **period of insurance**.

### Special limits

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

### Paying out the limit of indemnity

At any stage of a claim **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for that claim or its **defence costs**.

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**Your obligations**

If a problem arises

**We** will not make any payment under this section:

1. unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
  - a. **Your** first awareness of a shortcoming in **your** work for a client which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.  
  
If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance.
  - b. Any claim or threatened claim against **you**.
  - c. **Your** discovery, or the existence of reasonable grounds for **your** suspicion, that any partner, director, employee or self-employed freelancer has acted dishonestly.
2. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

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**Control of defence**

**We** have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

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

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**Special definitions for this section**

<b>Bodily injury</b>	Death, or any bodily or mental injury or disease of any person.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<b>Personal injury</b>	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Products</b>	Any goods supplied to others which were sold, manufactured, repaired, installed, erected, altered, cleaned or treated by <b>you</b> .
<b>Property damage</b>	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.
<b>Tool of trade</b>	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
<b>You / your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or senior manager in actual control of <b>your</b> operations.

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**What is covered**

Claims against you	<p>If, as a result of <b>your business</b>, any party brings a claim against <b>you</b> for:</p> <ol style="list-style-type: none"><li><b>bodily injury</b> or <b>property damage</b> occurring during the <b>period of insurance</b>;</li><li><b>personal injury</b> or <b>denial of access</b> committed during the <b>period of insurance</b>,</li></ol> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>This includes a claim against any employee or volunteer worker of <b>yours</b> when they are acting on <b>your</b> behalf in whatever capacity.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p><b>We</b> will indemnify <b>you</b> and if <b>you</b> so request, any of <b>your</b> directors, partners or any employee or spouse of such person against legal liability as a result of <b>bodily injury</b>, <b>property damage</b> or <b>personal injury</b> incurred in a personal capacity whilst temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man other than</p> <ol style="list-style-type: none"><li>where indemnity arises out of the ownership or occupation of land or buildings;</li><li>where indemnity is provided by any other insurance</li></ol>
Claims against principals	<p>If, as a result of <b>your business</b>, any party brings a claim, which falls within the scope of <b>What is covered</b>, Claims against you, against <b>your</b> principal and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to the principal that <b>we</b> would have made to <b>you</b>, provided that the party to be indemnified:</p> <ol style="list-style-type: none"><li>has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li><li>accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li></ol>

## Public and products liability

### Policy wording

- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

#### Criminal proceedings

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** or any employee of **yours**.

#### Court attendance compensation

If any person within the definition of **you**, or any other relevant party chosen by **you** (except expert witnesses) has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day that their attendance is required by **our** solicitor.

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### What is not covered

#### Property for which you are responsible

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
    - a. employees' or visitors' vehicles or effects while on **your** premises;
    - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business**;
    - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.
  2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.
 

This does not apply to:

    - a. any **tool of trade**;
    - b. the loading or unloading of any vehicle off the highway.

#### Injury to employees

3. **bodily injury** to any person arising out of and in the course of their employment under a contract of service or apprenticeship with **you**.

#### Pollution

4.
  - a.
    - i. any **pollution** of buildings or other structures or of water or land or the atmosphere, or
    - ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**, unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;
  - b. any **pollution** occurring in the United States of America or Canada.

#### Computer virus

5. transmission of a computer **virus**.

#### Professional advice

6. designs, plans, specifications, formulae, directions or advice prepared or given by **you**.

#### Your products

7. the costs of repairing, reconditioning or replacing any **product** or any of its parts.
8.
  - a. any of **your products** relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;
  - b. any of **your products** installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or **your products**.

#### Deliberate or reckless acts

9. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.

## Public and products liability

### Policy wording

Contracts	10. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
Date recognition	11. <b>date recognition</b> .
War, terrorism and nuclear	12. <b>war, terrorism or nuclear risks</b> .
Asbestos	13. <b>asbestos risks</b> .
	B. <b>We</b> will not make any payment for:
Restricted recovery rights	1. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.  This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Claims outside the geographical limits	4. Any claim brought against <b>you</b> resulting from work <b>you</b> undertake in any country outside the <b>geographical limits</b> .

### How much we will pay

**We** will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

### Special limits

Products	a. For claims arising from <b>your products</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims. <b>We</b> will also pay for <b>defence costs</b> for those claims until the limit of indemnity has been exhausted. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.
Pollution	b. For claims arising from <b>pollution</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> , including any claims forming part of a series of other claims regarded as one claim under this section. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.
Claims brought in USA/Canada	c. For claims brought in the United States of America or Canada, the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> . <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.
Criminal proceedings costs	d. The most <b>we</b> will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against <b>you</b> during the <b>period of insurance</b> .
Court attendance compensation	e. For court attendances, <b>we</b> will pay the amount shown in the schedule for each day or part of a day. The most <b>we</b> will pay for the total of all court attendances is the amount shown in the schedule.
Paying out the limit of indemnity	At any stage <b>we</b> can pay <b>you</b> the applicable limit of indemnity or what remains after any earlier payment from that limit. <b>We</b> will pay <b>defence costs</b> already incurred at the date of <b>our</b> payment. <b>We</b> will then have no further liability for those claims or their <b>defence costs</b> .

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**Your obligations**

If a problem arises

**We** will not make any payment under this section:

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**.
2. unless you notify us as soon as practicable of:
  - a. **your** discovery that **products** are defective;
  - b. any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

Correcting problems

**We** will not make any payment for **products** claims if **you** fail to take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to a client, customer or distributor.

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**Control of defence**

**We** have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.