

THAMES | UNDERWRITING

COMBINED LIABILITY & PROFESSIONAL INDEMNITY POLICY WORDING

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Introduction

Welcome and thank you for choosing Thames Underwriting Limited as your insurance provider

We work in partnership with your insurance intermediary who will be happy to answer any questions you may have concerning the Policy

It is important that you carefully read this Policy together with the Schedule, Statement of Fact and any Endorsements which form part of this Policy to ensure it meets with your requirements. If any changes are needed or if the information is incorrect in any way, you must contact your insurance intermediary immediately

Important

This policy is a legal contract. You must tell us about any facts or changes which affect your insurance and which have occurred either since the Policy started or since the last renewal date

If you are not sure whether certain facts are relevant please ask your insurance intermediary. If you do not tell us about relevant changes, your Policy may not be valid or the Policy may not cover you fully

You should keep a written record (including copies of letters) of any information you give us or your insurance intermediary

Telephone Call Recording

For our joint protection telephone calls may be recorded and/or monitored

The Contract of Insurance

This Policy is underwritten by AmTrust Europe Limited, Market Square House, St James's Street, Nottingham NG1 6FG. AmTrust Europe Limited (Firm reference number: 306274) is authorised and regulated by the Financial Services Authority

This Policy the Schedule (including any Schedule issued in substitution) and any endorsement shall be considered one document. The Statement of Fact including the declaration or any information supplied by or on behalf of the Insured shall form the basis of this contract between the Insured and the Insurer

This is to certify that in accordance with the authorisation granted to the undersigned by the Insurer and in consideration of the premium specified herein the said Insurer are hereby bound to insure in accordance with the terms limits of indemnity exclusions and conditions herein or endorsed hereon

Provided always that any Section of this policy stated to be not covered in the Schedule shall be inoperative

In witness hereof this policy has been signed for and on behalf of the Insurer: Thames Underwriting Limited

Making a Claim

Employers, Public & Products Liability – refer to pages 21-22

Professional Indemnity – refer to pages 26-27

To report a claim, please telephone Claims Management Services Limited (CMSL) on:

Tel: 0113 234 9808 (9am-5pm) or 0844 826 6945 outside these hours

Please quote Contract Number UKEPL10B0037 and your Policy Number (as stated on the schedule) on all correspondence. Our claims service is available 24 hours a day, 7 days a week. CMSL are authorised to handle all claims on our behalf

We recommend that you also advise your insurance intermediary of any incident

Complaints Procedure

If at any time you have any query or complaint regarding this policy, you should in the first instance refer to your insurance intermediary or advisor who arranged the policy

If you are not satisfied with the way a complaint has been dealt or if it cannot be resolved, you should address your complaint to: Thames Underwriting Limited, Monometer House, Rectory Grove, Leigh-on-Sea, Essex SS9 2HN
Email: enquiries@thamesunderwriting.com

We aim to give our Insured a high level of service at all times. If we cannot resolve your concern you may address your complaint in writing to the Insurer direct. The complaints procedure and address are detailed as follows:

Please write to: The Compliance Department, AmTrust Europe Limited, Market Square House, St James's Street, Nottingham NG1 6FG Telephone number: +44 (0)115 941 1022 E-mail: nottingham@amtrustgroup.com

Please quote Contract Number UKEPL10B0037 and your Policy Number on all correspondence. It may be that we can resolve your concern over the phone. However your complaint may require further investigation. If so we will send you a written acknowledgement within 5 working days stating:

- How we will handle it
- Who will handle it
- What you need to do if anything

Your complaint will be investigated by one of our trained staff. You will be sent a detailed response within 4 weeks of receiving your complaint. If we cannot respond in this time we will write to you to explain and let you know when you should expect to receive a response.

If you have any concerns in the meantime you can contact the person identified on the acknowledgement letter
Our response will either

- Accept your complaint and offer some form of redress if necessary
- Reject the complaint giving full reasons for doing so

Complaints that cannot be resolved by the Insurer may be referred to the Financial Ombudsman Service at: South Quay Plaza, 183 Marsh Wall, London E14 9SR Tel No: 0845 080 1800 Email: complaint.info@financial-ombudsman.org.uk

DEFINITIONS

Bodily Injury

shall include

- a) Death illness or disease
- b) Mental injury mental anguish or shock but not defamation

Business

means the Insured's business described in the Schedule and shall include:

- a) The provision and management of catering social sports educational medical dental and welfare organisations for the benefit of the Insured's Employees and fire security first aid and ambulance services
- b) The ownership repair maintenance and decoration of the Insured's premises
- c) Private work carried out by any Employee of the Insured with the consent of the Insured for any director partner or senior official of the Insured

Compensation

means all sums which the Insured shall be legally liable to pay as compensation other than punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages

Contractual Liability

means liability which attached by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement

Damage

means loss of or damage

Employee

means

- a) Any person under a contract of service or apprenticeship with the Insured
- b) Any labour master or labour only sub-contractor or person supplied or employed by them
- c) Any self-employed person
- d) Any person hired to or borrowed by the Insured
- e) Any person engaged under a work experience youth training or similar scheme while working for the Insured in connection with the Business

Excess

means the total amount payable by the Insured or any other person entitled to indemnity in respect of any Damages to Property arising out of any one occurrence or series of occurrences arising out of any one cause before the Insurer shall be liable to make any payment.

If any payment made by the Insurer shall include the amount for which the Insured or any other person entitled to indemnity is responsible such amount shall be repaid to the Insurer forthwith

Financial Loss

means a pecuniary loss, cost or expense incurred by any person other than the Insured or a Director or Employee of the Insured as a result of work carried out negligently by or on behalf of the Insured.

Insured

means the person persons or corporate body named as such in the Schedule and shall also include

- a) The legal personal representative of the Insured or any other person entitled to indemnity under this policy but only in respect of liability incurred by the Insured or such other person
- b) At the request of the Insured
 - i) Any officer or member or Employee of the Insured's catering social sports educational medical dental and welfare organisations and fire security first aid and ambulance services in their respective capacity as such but not any medical or dental practitioner in respect of medical or dental services provided
 - ii) Any director partner or Employee of the Insured while acting in connection with the Business in respect of liability for which the Insured would be entitled to indemnity under this policy if the claim for which indemnity is being sought had been made against the Insured

Provided that any persons specified above shall as though they were the Insured would be subject to the terms limits of indemnity exclusions conditions and endorsements of this policy insofar as they can apply

Insurer

means AmTrust Europe Limited

Period of Insurance

means the period stated in the Schedule

Pollution or Contamination

means

- a) All pollution or contamination of buildings or structures or of water or land or the atmosphere and
- b) All loss Damage or Bodily Injury directly or indirectly caused by or arising from such pollution or contamination

Principal

means any person employer firm company ministry or authority for whom the Insured is carrying out a contract or agreement for the performance of work

Product Supplied

means any product or thing (including containers packaging or labelling or advice provided in connection therewith) sold supplied erected repaired altered treated installed processed manufactured tested serviced hired out stored transported or delivered by or through the Insured in the course of the Business in or from the Territorial Limits

Property

means material property

Schedule

means the document entitled 'Schedule' that relates to and forms part of this policy

Statement of Fact

means a record of the information you have supplied to your insurance intermediary and upon which the insurance policy is based and forms part of this policy

Territorial Limits

means Great Britain Northern Ireland Republic of Ireland the Isle of Man or the Channel Islands and elsewhere within the European Union subject to the insured being domiciled in Great Britain Northern Ireland the Isle of Man or the Channel Islands

Terrorism

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

SECTION A – EMPLOYERS’ LIABILITY

COVER

In the event of Bodily Injury caused to an Employee within the Territorial Limits arising out of and in the course of employment by the Insured during the Period of Insurance the Insurer will indemnify the Insured in respect of Compensation for such Bodily Injury arising out of such event but not in respect of any action for Compensation or damages brought in any court outside the European Union

LIMIT OF LIABILITY

The liability of the Insurer for Compensation claimants’ costs fees and expenses and defence costs fees and expenses shall not exceed the amount stated as the Limit of Indemnity in the Schedule

EXCLUSIONS

The Insurer shall not provide indemnity under this Section against liability:

- a) In respect of which compulsory insurance or security is required to be arranged by the Insured under the Road Traffic Act 1988 of the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order
- b) Arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform
- c) Arising out of Terrorism except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees and a sub Limit of Indemnity is specified in the Schedule
- d) For any loss 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 of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause or loss which may have contributed concurrently or in a sequence to a loss except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees and a sub Limit of Indemnity is specified in the Schedule

EXTENSIONS

Subject to all other terms limits of indemnity exclusions conditions and endorsements of this policy

a) **Work Overseas**

The indemnity provided by this Section shall extend to apply in respect of liability for Bodily Injury caused to an Employee whilst temporarily engaged in work outside the Territorial Limits

Provided that

- i) Such Employee is ordinarily resident within Great Britain, Northern Ireland Republic of Ireland The Isle of Man or the Channel Islands
- i) The Insurer shall not provide indemnity in respect of any amount payable under Workmen’s Compensation Social Security or Health Insurance legislation
- ii) The Insurer shall not provide indemnity in respect of any temporary visit to the United States of America or any overseas territory or affiliated state of the United States of America

b) **Unsatisfied Court Judgements**

Where a judgement for damages has been obtained by any Employee or the legal personal representatives of any Employee

- i) In respect of Bodily Injury sustained by the Employee arising out of and in the course of employment by the Insured in the Business
- ii) Against any company or individual operating from or resident in premises within the Territorial Limits in any court situate in the Territorial Limits

And such judgement remains unsatisfied in whole or in part six (6) months after the date of judgement then at the request of the Insured will pay to the Employee or the said legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied
Provided that

- a) There is no appeal outstanding
- b) If any payment is made by the Insurer the Employee or the said legal representatives shall assign the judgement to the Insurer
- c) This Section is operative at the time that such Bodily Injury is caused
- d) The liability of the Insurer for damages costs and expenses shall not exceed the amount stated as the Limit of Indemnity in the Schedule

SECTION B – PUBLIC LIABILITY

COVER

In the event of accidental

- a) Bodily Injury to any person
 - b) Damage to Property
 - c) Obstruction trespass nuisance or interference with any right of way air light or water or other easement
 - d) Wrongful arrest wrongful detention false imprisonment or malicious prosecution
- Occurring in connection with Business during the Period of Insurance within the Territorial Limits the Insurer will indemnify the Insured in respect of Compensation arising out of such event but not in respect of any action for Compensation or damages brought in any court outside the European Union

LIMIT OF LIABILITY

The liability of the Insurer for Compensation (including claimant's costs fees and expenses) shall not exceed the amount stated as the Limit of Indemnity in the Schedule. Unless otherwise stated herein or endorsed hereon defence costs and expenses in respect of which an indemnity by the Section will be payable in addition to the Limit of Indemnity

EXCLUSIONS

The Insurer shall not provide indemnity under this section against liability:

- a) In respect of Bodily Injury to any Employee arising out of and in the course of employment by the Insured in the Business
- b) Caused by or arising from the ownership possession or use by or on behalf of the Insured of any
 - i) Aircraft aerospace device or hovercraft
 - ii) Watercraft other than hand propelled watercraft or other watercraft not exceeding eight (8) meters in length
 - iii) Mechanically propelled vehicle:
 - For which compulsory insurance or security is required under any legislation governing the use of the vehicle
 - Where indemnity is provided by any other insurance
- c) Caused by or arising from any Product Supplied after it has ceased to be in the custody or under the control of the Insured of any Employee other than food or drink for consumption on the Insured's premises
- d) In respect of Damage to Property
 - i) Belonging to the Insured
 - ii) In the custody or under the control of the Insured or any Employee other than personal effects (including vehicles and their contents) of any visitor director partner or Employee of the Insured
 - iii) Being that part of any Property on which the Insured of any Employee or agent of the Insured is or has been working where the loss or damage arises out of such work
- e) For the Excess specified in the Schedule
- f) Arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform

EXTENSIONS

Subject to all other terms limits of indemnity exclusions conditions and endorsements of this policy

i) **Work Overseas**

The indemnity provided by this Section shall extend to apply in respect of liability for Bodily Injury or Damage to Property outside of the Territorial Limits where

- i) Any person is temporarily engaged on the Business of the Insured and
 - ii) Any person is on a temporary visit for the purpose of work on the Business of the Insured
- Provided that
- ii) Such person is ordinarily resident within Great Britain, Northern Ireland Republic of Ireland the Isle of Man or the Channel Islands
 - iii) The insurer shall not provide indemnity in respect of any temporary visit to the United States of America or any overseas territory or affiliated state of the United States of America

ii) **Motor Vehicles**

Section Exclusion b)iii) shall not apply to liability caused by or arising from

- i) The use of plant as a tool of trade at the Insured's premises or on any site at which the Insured is working
- ii) The loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle
- iii) Damage to any building bridge weighbridge road or to anything beneath caused by vibration or by the weight of any vehicle or its load

Provided that

- i) In respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle
- ii) For which indemnity is provided by any other insurance

iii) **Motor Contingent Liability**

Notwithstanding Section Exclusion b)iii) the Insurer will within the terms of this Section indemnify the Insured named in the Schedule and no other for the purpose of this Section Extension in respect of liability for Bodily Injury or Damage to Property caused by or arising from any motor vehicle or trailer attached thereto (not belonging to or provided by the Insured) being used in the course of the Business

Provided that the Insurer shall not provide indemnity against liability

- i) in respect of Damage to any such vehicle or trailer or property conveyed therein or thereon
- ii) for which indemnity is provided by any other insurance
- iii) caused or arising whilst such vehicle or trailer is
 - engaged in racing pace making reliability trials or speed testing
 - being driven by the Insured
 - being driven with the general consent of the Insured or their representative by any person who to the knowledge of the Insured or other such representative does not hold a license to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a license
 - used elsewhere than in the Territorial Limits

iv) **Movement of Obstructing Vehicles**

Section Exclusion b)iii) shall not apply to liability caused by or arising from any vehicle (not owned or hired by or lent to the Insured) being driven by the Insured or by any Employee with the Insured's permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians

Provided that

- i) Movements are limited to vehicles parked on or obstructing the Insured's premises or any site at which the Insured is working
- ii) The vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle
- iii) The vehicle causing obstruction is driven by use of the owner's ignition key
- iv) The insurer shall not provide indemnity against liability
 - In respect of Damage to such vehicle

- In respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle

v) **Defective Premises Act**

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

Provided that the Insurer shall not provide indemnity against liability

- i) For which indemnity is provided by any other insurance
- ii) For the costs of remedying any defect or alleged defect in such premises

vi) **Leased or Rented Premises**

Section Exclusion d)ii) shall not apply to liability for Damage to premises (including their fixtures and fittings) leased or rented to the Insured

Provided that the Insurer shall not provide indemnity against Contractual Liability

vii) **Buildings Temporarily Occupied**

Section Exclusion d)ii) shall not apply to liability for Damage to buildings (including contents therein) which are not owned leased or rented by the Insured but are temporarily occupied by the Insured for the purpose of maintenance alteration extension or repair

viii) **Overseas Personal Liability**

The Insurer will within the terms of this Section indemnify

- i) The Insured
- ii) At the request of the Insured
 - Any director partner or Employee of the Insured
 - Any spouse or child of the persons stated in i) or ii) above who are accompanying such persons

In respect of liability incurred by such persons in a personal capacity in connection with an event occurring in a country outside of the Territorial Limits whilst on a temporary visit to such country in connection with the Business

Provided that

- a) Any person entitled to indemnity under this Section Extension shall as though they were the Insured be subject to the terms limits or indemnity exclusions conditions and endorsements of this policy insofar as they can apply
- b) Nothing in this Section Extension shall increase the liability of the Insurer to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified
- c) The Insurer shall not provide indemnity against:
 - i) Contractual Liability
 - ii) Liability for which indemnity is provided by any other insurance
 - iii) Liability in respect of Damage to Property belonging to or in the custody under the control of any person entitled to indemnity under this Section Extension
 - iv) Liability in respect of Bodily Injury to any person entitled to indemnity under this Section Extension
 - v) Liability caused by or arising from
 - 1) The ownership or occupation of land or buildings
 - 2) The carrying on of any business profession trade or employment
 - 3) The ownership possession or use of animals other than horses or domestic dogs or cats
 - vi) Liability arising in the United States of America

ix) **Data Protection Act**

The indemnity provided by this Section shall extend to apply in respect of Compensation for damage arising out of any claim under Sections 22 and 23 of the Data Protection Act 1984 not otherwise insured hereunder and first made against the Insured during the Period of Insurance

Provided that

- i) The liability of the Insurer for Compensation costs and expenses shall not exceed the amount stated as the Limit of Indemnity in the Schedule and notwithstanding anything stated in the Schedule to the contrary the said Limit of Indemnity shall for the purpose of this Section Extension apply in respect of the total of all claims during any one Period of Insurance
- ii) The Insured has registered in accordance with the terms of the said Act or has applied for such registration which has not been refused or withdrawn
- iii) The Insurer shall not provide indemnity
 - i) For ten (10) per cent of each claim subject to a minimum of GBP500 and a maximum of GBP5,000
 - ii) Against liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - iii) For the costs of replacing reinstating rectifying or erasing any personal data
 - iv) Against liability caused by or arising from any incident or circumstances known to the Insured at inception of this Section Extension which may give rise to a claim
 - v) Against liability caused by or arising from the recording processing or provision of data for reward of the determining of the financial status of a person
 - vi) Against Contractual Liability regardless of whether the sole conduct and control of claims is vested in the Insurer
 - vii) Against liability in respect of Bodily Injury to any person or Damage to Property

ADDITIONAL EXTENSION

The following Extension does not operate unless specified in the Schedule of the Policy: -

Financial Loss – Public Liability

Notwithstanding anything herein contained to the contrary this Policy extends to indemnify the Insured in respect of

- a. all sums which the Insured shall become legally liable to pay as compensation and claimants costs and expenses incurred in respect of claims for financial loss first made in writing against the Insured arising out of the Business and notified to the Insurers during or within thirty days of expiry of the same Period of Insurance
- b. costs and expenses in connection therewith incurred with the Insurers written consent.

For the purpose of the indemnity provided by this extension the term "financial loss" shall mean a pecuniary loss, cost or expense incurred by any person other than the Insured or a Director or Employee of the Insured as a result of work carried out negligently by or on behalf of the Insured

Provided Always That

- 1) the liability of the Insurers under this extension shall not exceed the sum of £25,000 in the aggregate in any one Period of Insurance
- 2) in respect of any claim for which indemnity is provided by this extension the Insured shall pay 10% of such claim or £1,500 whichever is the greater
- 3) the indemnity granted by Extension - Cross Liabilities - shall not apply to this extension
- 4) this extension is subject otherwise to the terms, conditions, limitations and exclusions of the Policy insofar as they can apply and also to the following exclusions

The indemnity granted by this extension shall not apply to nor include

- a) the cost of replacing, reinstating, rectifying, repairing, removing, recalling, improving or guaranteeing the performance of Products or of any work carried out by or on behalf of the Insured
- b) any claim for diminution in value of Products or any work to which this extension applies
- c) liability arising from libel, slander, infringement of patent, copyright, trademark or trade name, breach of anti-trust laws
- d) liability arising from any act of fraud or dishonesty
- e) liability arising from non performance, non completion, delay, financial default or insolvency
- f) liability arising out of professional advice or professional negligence
- g) liability arising from a deliberate act or omission of the Insured where the financial loss could reasonably have been foreseen by the Insured having regard to the nature and circumstances of such act or omission
- h) liability arising out of any circumstances known to the Insured at the inception of this extension
- i) liability arising out of any express warranty, guarantee, novation, duty of care letter/deed, collateral warranty or like device given or entered into by or on behalf of the Insured other than liability which would have attached to the Insured in the absence of such express warranty, guarantee, novation, duty of care letter/deed, collateral warranty or like device
- j) liability in respect of liquidated damages, fines or penalties which attaches solely because of a contract or agreement
- k) liability arising from Products knowingly exported from Great Britain Northern Ireland Republic of Ireland the Isle of Man or the Channel Islands or work carried out by or on behalf of the Insured outside the territorial limits as defined
- l) liability arising from Personal Injury or loss of or damage to material property or obstruction, trespass, nuisance or interference with pedestrian road rail air or water-borne traffic

SECTION C – PRODUCTS LIABILITY

COVER

In the event of accidental

- a) Bodily Injury to any person
- b) Damage to Property

Occurring anywhere in the world during the Period of Insurance and caused by any Product Supplied the Insurer will indemnify the Insured in respect of Compensation arising out of such event but not in respect of any action for Compensation or damages brought in any court outside the European Union

LIMIT OF LIABILITY

The liability of the Insurer for Compensation (including claimant's costs fees and expenses) shall not exceed the amount stated as the Limit of Indemnity in the Schedule. Unless otherwise stated herein or endorsed hereon defence costs and expenses in respect of which an indemnity is provided by this Section will be payable in addition to the Limit of Indemnity

EXCLUSIONS

The Insurer shall not provide indemnity under this Section against liability

- a) In respect of Bodily Injury to any Employee arising out of and in the course of employment by the Insured in the Business
- b) In respect of Damage to or the costs or expenses of recalling replacing altering removing or making any refund in respect of any Product Supplied
- c) Caused by or arising from any Product Supplied whilst in the custody or under the control of the Insured or any Employee
- d) Caused by or arising from any Product Supplied which to the knowledge of the Insured is for
 - a. Use in or on any aircraft or aerospace device
 - b. Aviation or aerospace purposes
- e) Arising from circumstances known to the Insured prior to the inception date of this policy
- f) Caused by or arising from any Product Supplied which to the knowledge of the Insured is for use in or supply to the United States of America or Canada
- g) For the Excess specified in the Schedule

EXTENSIONS

Subject to all other terms limits of indemnity exclusions conditions and endorsements of this policy

i. Consumer Protection Act and Food Safety Act

The Insurer will provide indemnity to the Insured and at the request of the Insured any director partner or Employee of the Insured in respect of legal costs and expenses incurred with the Insurer's written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith

Provided that

- i) The proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business
- ii) The Insurer shall not provide indemnity in respect of
 - a) Fines or penalties of any kind
 - b) Any circumstances for which indemnity is provided by any other insurance
 - c) Proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - d) Proceedings which arise out of any activity or risk excluded from this policy
- iii) The director partner or Employee shall as though they were the Insured be subject to the terms limits of indemnity exclusions conditions and endorsements of this policy insofar as they can apply

ADDITIONAL EXTENSIONS

The following Extensions do not operate unless specified in the Schedule of the Policy: -

Defective Workmanship / Guarantee

Notwithstanding anything contained in Exclusion b) to the contrary, Section C of this Insurance is extended to include the Insured's liability for the costs and expenses incurred in rectifying defective workmanship including replacing, removing recalling or making any refund in respect of any Products Supplied Provided that:

1. the Insured has at least one years experience in the trade
2. the Insurer shall not be liable for the first 10% of any loss or £1,000, whichever is the greater which amount shall be retained by the insured as their own liability and uninsured
3. the maximum liability of the Insurer under this extension will not exceed £10,000 any one claim and in the aggregate in any one Period of Insurance

Subject otherwise to the terms exceptions and conditions of the Policy

Financial Loss – Products Liability

Notwithstanding anything herein contained to the contrary this Policy extends to indemnify the Insured in respect of

- a) all sums which the Insured shall become legally liable to pay as compensation and claimants costs and expenses incurred in respect of claims for financial loss first made in writing against the Insured arising out of the Business and notified to the Insurers during or within thirty days of expiry of the same Period of Insurance
- b) costs and expenses in connection therewith incurred with the Insurers written consent.

For the purpose of the indemnify provided by this extension the term "financial loss" shall mean a pecuniary loss, cost or expense incurred by any person other than the Insured or a Director or Employee of the Insured as a result of defect in Products

Provided Always That

- 1) the liability of the Insurers under this extension shall not exceed the sum of £25,000 in the aggregate in any one Period of Insurance
- 2) in respect of any claim for which indemnity is provided by this extension the Insured shall pay 10% of such claim or £1,500 whichever is the greater
- 3) the indemnify granted by Extension- Cross Liabilities - shall not apply to this extension
- 4) this extension is subject otherwise to the terms, conditions, limitations and exclusions of the Policy insofar as they can apply and also to the following exclusions

The indemnity granted by this extension shall not apply to nor include

- a) the cost of replacing, reinstating, rectifying, repairing, removing, recalling, improving or guaranteeing the performance of Products or of any work carried out by or on behalf of the Insured
- b) any claim for diminution in value of Products or any work to which this extension applies
- c) liability arising from libel, slander, infringement of patent, copyright, trademark or trade name, breach of anti-trust laws
- d) liability arising from any act of fraud or dishonesty
- e) liability arising from non performance, non completion, delay, financial default or insolvency
- f) liability arising out of professional advice or professional negligence
- g) liability arising from a deliberate act or omission of the Insured where the financial loss could reasonably have been foreseen by the Insured having regard to the nature and circumstances of such act or omission
- h) liability arising out of any circumstances known to the Insured at the inception of this extension
- i) liability arising out of any express warranty, guarantee, novation, duty of care letter/deed, collateral warranty or like device given or entered into by or on behalf of the Insured other than liability which would have attached to the Insured in the absence of such express warranty, guarantee, novation, duty of care letter/deed, collateral warranty or like device
- j) liability in respect of liquidated damages, fines or penalties which attaches solely because of a contract or agreement
- k) liability arising from Products knowingly exported from Great Britain Northern Ireland Republic of Ireland the Isle of Man or the Channel Islands or work carried out by or on behalf of the Insured outside the territorial limits as defined

- l) liability arising from Personal Injury or loss of or damage to material property or obstruction, trespass, nuisance or interference with pedestrian road rail air or water-borne traffic

EXCLUSIONS

(applicable to sections A, B & C except where indicated)

CONTRACTUAL LIABILITY

The Insurer shall not provide indemnity under this policy against Contractual Liability unless the sole conduct and control of claims is vested in the Insurer but the Insurer shall not in any event provide indemnity in respect of liquidated damages fines or liability under any penalty clause

POLLUTION OR CONTAMINATION

The Insurer shall not provide indemnity under Sections B and C against liability arising from Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

Provided that

- a) All pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place
- b) The liability of the Insurer for all Compensation under Sections B and C payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the amount stated in the Schedule as the Limit of Indemnity for Section B (or Section C if Section B is not operative)

PROFESSIONAL INDEMNITY

The Insurer shall not provide indemnity under Sections B and C against liability caused by or arising from advice design or specification provided by or on behalf of the Insured for a fee, except as provided by Section D

PREVENTION

The Insurer shall not provide indemnity under Sections B and C against liability arising out of the deliberate conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent Bodily Injury or Damage

TERRORISM

The Insurer shall not provide indemnity under Sections B and C against liability directly or indirectly occasioned by happening through arising out of resulting from or in connection with an act of Terrorism or any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

ASBESTOS

The Insurer shall not provide indemnity under Sections B and C against legal liability for 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 of 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 any sequence to a loss

RADIOACTIVE CONTAMINATION

The Insurer shall not provide indemnity under this policy in respect of any

- a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b) Legal liability of whatsoever nature

Directly or indirectly caused by or contributed to by or arising from

- i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

- ii) The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Provided that in respect of Section A this Exclusion shall only apply when the Insured under a contract or agreement has undertaken to indemnify any Principal or has assumed liability for Bodily Injury caused to an Employee and which liability would not have attached in the absence of such contract or agreement

WAR AND SIMILAR RISKS

The Insurer shall not provide indemnity under Sections B and C of this policy in respect of any loss destruction or damage occasioned by or any 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

EXTENSIONS

(applicable to sections A, B & C except where indicated)

CLAIMANTS' COSTS AND EXPENSES

The Insurer will provide indemnity against legal liability for all costs and expenses recoverable by any claimant in connection with any claim to which indemnity applies

DEFENCE COSTS AND EXPENSES

The Insurer will provide indemnity in respect of all

- a) Costs incurred with the Insurer's written consent of legal representation at any
 - i) Coroner's inquest or other inquiry in respect of any death
 - ii) Proceedings in any court in respect of any act or omission causing or relating to any occurrence
- b) Other costs and expenses incurred with the Insurer's written consent in relation to any matter which may be the subject of indemnity

HEALTH AND SAFETY AT WORK ACT

The Insurer will provide indemnity to the Insured and at the request of the Insured any director partner or Employee of the Insured in respect of legal costs and expenses incurred with the Insurer's written consent in the defence of any criminal proceedings brought for a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith

Provided that

- a) The proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business
- b) The Insurer shall not provide indemnity in respect of
 - i) Fines or penalties of any kind
 - ii) Any circumstances for which indemnity is provided by any other insurance
 - iii) Proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such an act or omission
 - iv) Proceedings which arise out of any activity or risk excluded from this policy
 - v) Proceedings which relate to the health safety or welfare of any Employee unless Section A is operative at the time when the offence was committed
 - vi) Proceedings which relate other than to the health safety or welfare of any Employee and other than to Products Supplied unless Section B is operative at the time when the offence was committed
 - vii) Proceedings which relate to Products Supplied unless Section C is operative at the time when the offence was committed
- c) The director partner or Employee shall as though they were the Insured be subject to the terms limits of indemnity exclusions conditions and endorsements of this policy insofar as they can apply

COSTS OF COURT ATTENDANCE

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurer will reimburse the Insured at the following rates per day for each day on which attendance is required

- a) Any director or partner of the Insured GBP250.00
- b) Any Employee GBP100.00

CONTRACTUAL LIABILITY AND INDEMNITY TO PRINCIPAL

The Insurer will subject otherwise to the terms limits of indemnity exclusions conditions and endorsements of this policy indemnify the Insured under any Section operative against liability to the extent that any contract or agreement entered into by the Insured so requires

The Insurer will

- a) Indemnify the Insured against liability assumed by the Insured
- b) Indemnify any Principal in like manner to the Insured of the liability of the Principal arising out of the performance by the Insured of such contract or agreement
- c) Indemnify any owner of plant hired to the Insured but only to the extent required by the conditions of the contract or agreement or hire

Provided that

- i) The conduct and control of all claims is vested in the Insurer
- ii) Any parties specified above shall observe fulfil and be subject to the terms limits of indemnity conditions and endorsements of this policy so far as they can apply
- iii) The indemnity shall not apply to liability in respect of liquidated damages fines or under any penalty clause
- iv) The indemnity granted under Section A shall only apply in respect of liability to any person who is an Employee of the Insured

Where any indemnity is provided to any Principal the Insurer will treat each Principal and the Insured as though a separate policy had been issued to each of them provided that nothing in this clause shall increase the liability of the Insurer to pay any amount in respect of any one claim or during any one Period of Insurance in excess of the amount stated in the limits of indemnity

CROSS LIABILITIES

If the Insured comprises more than one party the Insurer will under Sections B and C provide indemnity to each such Insured in the same manner and to the same extent as if a separate policy had been issued to each of them

Provided that nothing in this Extension shall increase the liability of the Insurer to pay any amount exceeding the Limit of Indemnity of the operative Section(s) regardless of the number of persons claiming to be indemnified

CONDITIONS

(applicable to sections A, B & C except where indicated)

CONDITIONS PRECEDENT TO LIABILITY

The due observance and fulfilment of the terms limits of indemnity exclusions conditions and endorsements of this policy insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the Statement of Fact and declaration shall be conditions precedent to any liability of the Insurer to make any payment under this policy

AVOIDANCE OF CERTAIN TERMS AND RIGHTS OF RECOVERY

The indemnity provided under Section A is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to Employees in Great Britain Northern Ireland the Isle of Man the Channel Islands or offshore installations within the Continental Shelf around those countries may require but the Insured shall repay to the Insurer all sums paid by the Insurer which the Insurer would not have been liable to pay but for the provisions of such law

CLAIMS (ACTION BY THE INSURED)

The Insured or their legal personal representative shall give notice in writing to the Insurers claims agent as soon as possible after any event which may give rise to liability under this policy with full particulars of such event and at the latest within fourteen (14) days. Every claim notice letter or writ or process or other document served on the Insured shall be forwarded to the Insurer immediately on receipt. Notice in writing shall also be given immediately to the Insurer by the Insured of any impending prosecution inquest or fatal inquiry in connection with any such event

CLAIMS (CONDUCT AND CONTROL)

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurer. The Insurer shall be entitled if they so desire to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise. The Insurer shall have full discretion in the conduct of any proceedings and in the settlement of any claim against the Insured and the Insured shall give all such information and assistance as the Insurer may require

CLAIMS (CONTRIBUTION)

If at the time of any event to which this policy applies there is or but for the existence of this policy there would be any other insurance covering the same liability the Insurer shall not be liable under this policy except in respect of any excess beyond the amount which would be payable under such other insurance had this policy not been effected

CLAIMS (DISCHARGE OF LIABILITY)

The Insurer may at any time at their sole discretion

- a) Under Section A pay to the Insured the Limit of Indemnity (less any sum or sums already paid in respect or in lieu of Compensation and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim or claims against the Insured can be settled and the Insurer shall not be under any further liability in respect of such claim or claims
- b) Under Sections B and C pay to the Insured the Limit of Indemnity (less any sum or sums already paid in respect or in lieu of Compensation) or any lesser sum for which the claim or claims against the Insured can be settled and the Insurer shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which the Insurer may be responsible incurred prior to such payment

Provided that in the event of a claim or series of claims resulting in the liability of the Insured to pay a sum in excess of the Limit of Indemnity the Insurer's liability under Sections B and C for costs and expenses shall not exceed an amount being in the same proportion as the Insurer's payment to the Insured bears to the total payment made by or on behalf of the Insured in settlement or the claim or claims

PREMIUM ADJUSTMENT

The premium for this policy is based on estimates and an accurate record containing all particulars relative thereto shall be kept by the Insured. The Insured shall at all times allow the Insurer to inspect such record and shall supply such particulars as they may require within one month from the expiry of each Period of Insurance and the premium shall thereupon be adjusted by the Insurer (subject to the Minimum Premium chargeable for the risk being retained by the Insurer). At the request of the Insurer the Insured shall supply an auditor's certificate in support of such particulars

If the Insured fails to supply such particulars within the period stated the Insurer shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly

MISDESCRIPTION

This policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular

ALTERATION

The Insured warrants that in the event of the nature of the subject matter insured or its use or the nature of its occupancy being altered in any manner whether permanent or temporary so as to increase risk or loss or damage the Insured will notify the Insurer prior to or within twenty four (24) hours subsequent to the increased risk and in any event cover shall be suspended from the date of increase. The Insurer shall have the option of continuing the cover upon the same or different terms (to be agreed) or cancelling the policy

FRAUDULENT CLAIMS

If any claim upon this policy shall be in any respect fraudulent or if fraudulent means or devices be used by or on behalf of the Insured to obtain any benefit under this policy or if any loss destruction or damage be occasioned by the wilful act of with the connivance of the Insured all benefit under this policy shall be forfeited the Insurer will retain the premium and sue for damages and the policy shall be avoided.

REASONABLE CARE

The Insured shall take all reasonable care:

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

CANCELLATION

The Insurer may cancel this policy or any part thereof by giving thirty (30) days notice by recorded delivery letter to the last known address of the Insured and in such case the Insured shall be entitled to the return of a proportionate part of the premium in respect of the unexpired Period of Insurance

CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not party to this contract of insurance has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of this contract of insurance but this does not affect any right or remedy which exists or is available apart from the Act

DISPUTES

Any dispute concerning the interpretation of the terms of this policy shall be resolved in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the Courts of England and Wales

DATA PROTECTION ACT

It is agreed by the Insured on behalf of itself its employees or Agents that any information provided to the Insurer regarding the Insured will be processed by the Insurer in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling claims if any which may necessitate providing such information to third parties

HEAT CONDITIONS

It is a condition precedent to Liability under this policy that the undernoted precautions will be complied with whenever the following equipment is used away from the Insured's premises

Welding or Flame Cutting Equipment

- a) The area in which the equipment is to be used is cleared of combustible material for a safe distance of not less than 15 metres or where this is not possible as far as practicable covered by non combustible materials
- b) Gas cylinders not required for immediate use must be kept outside the building in which work is taking place and at least 15 metres from the point of any application of heat
- c) Equipment must not be lit until immediately before use and lighted equipment continuously attended and extinguished immediately after use
- d) A person must be appointed by the Insured to act as observer to watch for signs of smoke or smouldering or flames
- e) Adequate and suitable portable fire extinguisher is kept close to the area in which the equipment is used
- f) A fire safety examination is made in and about in the area in which work has been undertaken immediately after each period of work and for 30 minutes thereafter

Blow Lamps Blow Torches or Hot Air Guns Equipment

- a) The area in which the equipment is to be used is cleared of combustible material to a safe distance or where not possible as far as practicable covered by non combustible materials
- b) Equipment is filled only in the open
- c) Equipment must not be lit until immediately before use and lighted equipment continuously attended and extinguished immediately after use
- d) A adequate and suitable portable fire extinguisher is kept close to the area in which the equipment is used
- e) A fire safety examination is made in and about the area in which work has been undertaken immediately after each period of work and for 30 minutes thereafter

Vessels for heating Asphalt Bitumen Tar Pitch or Lead

- a) Heating must be carried out in the open at ground level in a vessel designed for the purpose placed on a non combustible heat insulating base and which is continuously attended whilst heating is taking place
- b) A adequate and suitable portable fire extinguisher is kept close to the area in which the vessel is used

BONA FIDE SUB-CONTRACTORS CONDITIONS

It is a condition precedent to liability under this policy that the Insured shall check prior to any contract that all sub-contractors to the Insured shall have Employer's Liability and Public and Products Liability Insurance in respect of their liability at law and that such insurance

- a) Shall provide a limit of indemnity not less than that provided under this policy
- b) Provides cover in respect of the activities being undertaken in connection with and for the duration of such contract
- c) Has been extended to indemnify the Insured as Principal in respect of such liability

SECTION D - PROFESSIONAL INDEMNITY

COVER

To indemnify the Insured for any sum or sums which the Insured may become legally liable to pay arising from any claim or claims first made against them up to the Limit of Indemnity shown in the Schedule which is deemed to be on an aggregate costs inclusive basis. Provided such claim(s) are properly notified by the Insured to the Company within the Period of Insurance stated in the Schedule. Such claim(s) arising as a direct result of negligence on the part of the Insured and in the conduct and execution of the Professional Activities and Duties as herein defined.

THE EXCESS

Provided always that the Company shall be liable only, in respect of each and every claim hereunder, for the part of the claim (which for the purpose of this clause shall be deemed to include all costs and expenses incurred by the Company in investigating and defending the claim) which exceeds the amount stated as 'the Excess' in the Schedule. It being understood and agreed that if any expenditure is incurred by the Company which, by virtue of this clause, is the responsibility of the Insured, then such amount shall be reimbursed to the Company by the Insured forthwith on demand.

DEFINITION

The Professional Activities and Duties in respect of which cover is granted by this Policy shall mean the performance by the Insured of any professional services provided by the Insured or any employee of the insured in connection with the business as described in the schedule.

EXCLUSIONS

This insurance does not provide indemnity in respect of any claim or claims arising out of: -

1. Bodily injury, disease, sickness or death of any person arising out of and in the course of his employment by the Insured under a contract of service or apprenticeship with the Insured.
2. Any negligence on the part of the Insured in connection with the effecting or maintenance of insurance and/or in connection with the provision of finance or advice on financial matters.
3. Any claim made against the Insured as a result of any dishonest, malicious, criminal or deliberate illegal acts of the Insured.
4. The ownership, use, occupation or leasing of property mobile and/or immobile by, to or on behalf of the Insured.
5. Any negligence on the part of the Insured in connection with the estimate of construction except where such estimates are compiled by professional qualified Quantity Surveyors.
6. The insolvency of the Insured.
7. Circumstances where the Insured are entitled to indemnity under any other policy.
8. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - a) Ionising radiations or contamination by radioactivity from nuclear fuel or from any 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.
9. Arising out of or relating directly or indirectly to or in consequence of or in any way involving seepage pollution or contamination of any kind.
10. The giving by the Insured of any express warranty or guarantee which increases the Insured's liability but this Exclusion shall not apply to liability which would have attached to the Insured in the absence of such express warranty or guarantee.

11. Work in connection with contracts outside the territorial limits as defined.
12. Liability in respect of any action for damages brought against the Insured in a Court of Law outside Great Britain Northern Ireland Republic of Ireland the Isle of Man or the Channel Islands.
13. Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss.

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this exclusion any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

14. It is hereby understood and agreed that this Policy shall not indemnify the Insured for 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 of 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 any sequence to a loss.

ADDITIONAL EXTENSIONS

The following Extensions do not operate unless specified in the Schedule of the Policy: -

1. The Company will subject to the terms, exclusions, conditions and endorsements of the Policy indemnify the Insured against costs and expenses necessarily incurred in respect of any action taken to mitigate a loss or potential loss that otherwise would be the subject of a claim under this Policy. The onus of proving a claim under this Extension shall be upon the Insured who will be obliged to give prior written notice to the Company during the Period of Insurance of the intention to take action that will incur such loss.
2. The Company will subject to the terms, exclusions, conditions and endorsements of the Policy indemnify the Insured in respect of liability arising out of any act of negligence by specialist designers, consultants or sub-contractors of the Insured and engaged in the performance of the Professional Activities and Duties defined herein provided that the rights of recourse against such specialist designers, consultants or sub-contractors are not waived or otherwise impaired.

CONDITIONS

1. **Insured's Duties in the Event of a Claim**
 - a) The Insured shall as a condition precedent to their right to be indemnified under this Insurance give immediate written notice to the person(s) named for that purpose in the Schedule for transmission the Company : -
 - i) Of any claim made against them;
 - ii) Of the receipt of notice from any person of an intention to make a claim against them

- iii) Of any occurrence or circumstance of which they become aware during the Period of Insurance which may give rise to a claim against them and shall provide the Company with such particulars and information as the Company may require and shall forward to the Company immediately on receipt every letter, writ, summons and process and shall advise Insurers in writing immediately the Insured has knowledge of any impending prosecution in connection with the said claim occurrence or circumstance.

Any such occurrence or circumstance notified to the Company during the Period of Insurance which subsequently gives rise to a claim shall be deemed to have been made during the subsistence of the Period of Insurance.

- b) The Insured shall not admit liability or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder or incur any costs or expenses in connection therewith without the written consent of the Company who if they wish shall be entitled to take over and conduct in the name of the Insured the investigation, defence and/or settlement of any such claim for which purpose the Insured shall give all such information and assistance as the Company may reasonably require.

2. Litigation

- a) The Company will not require the Insured to dispute any claim unless a Queen's Counsel or lawyer of comparable standing in the territory concerned (to be mutually agreed upon by the Company and the Insured) advise that the same could be contested with a reasonable prospect of success by the Insured and the Insured consents to such a claim being consented, such consent not to be unreasonably withheld.

In the event of any dispute arising between the Insured and the Company as to what constitutes an unreasonable refusal to contest a claim at Law, the President for the time being of the Professional Body of which the Insured is a member shall nominate a referee to decide this point (only) and the decision of such referee shall be binding on both parties. The cost of such referrer and advice shall be borne equally between the Insured and the Company.

3. Subrogation

It is hereby agreed that if any payment is made under this Insurance in respect of a claim the Company are thereupon subrogated to all the Insured's rights of recovery in relation thereto. However, the Company shall not exercise any such rights against the employee of the Insured unless the claim has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the employee.

4. Fraudulent Claims

If any claim is fraudulent or based on an exaggerated or false declaration this Policy shall be void and all benefits forfeited.

5. Retroactive Date

Where a retroactive date is specified in the Schedule this Insurance will not apply to claims first made against the Insured by reason of negligence committed or alleged to have been committed prior to the said retroactive date.