

Combined Liability & Professional Indemnity Insurance

Policy Schedule

IMPORTANT NOTICE: Please check this Policy very carefully.

Policy / Certificate number: ENTCL/00148

Client Reference: SOUND-3

Insured: Registered members for the time being of Sound Sense who have paid the appropriate subscription

Business Description: Any activity connected with the organisation or participation in community music activities, music therapy or the general teaching of music

Period of Insurance: 01/04/2023 to 31/03/2024, both dates inclusive

Operative Sections and Limits of Indemnity:

Section 1 - Combined Liability		Limit of Indemnity	Policy Excess
Sub-Section 1	Employers Liability	Not Insured	n/a
Sub-Section 2	Public Liability	£10,000,000	£250 (applicable to third party property claims only)
Sub-Section 3	Products Liability	£10,000,000	£250 (applicable to third party property claims only)
Section 2 - Professional Indemnity		£1,000,000	£500

Combined Liability & Professional Indemnity Insurance Non-Standard Policy Endorsements

United Kingdom Limits Clause

It is hereby noted and agreed that the cover provided by Sub - Section 2 (Public Liability) of this policy extends to include any individual insured member operating within the territory of the United Kingdom

10 Metre Height Limit

It is hereby noted and agreed that indemnity will not be provided under the Public Liability section of this policy in respect of any claim arising out of any activity undertaken more than 10 metres above floor or ground level.

Audience Restriction Endorsement

It is hereby noted and agreed that no indemnity will be provided by the Public Liability section of this policy in respect of any claim made arising out of the staging of any performance where the audience exceeds 250 people. It is further noted and agreed that this Endorsement does not apply to any performance undertaken in an outdoor public place or in respect of any performance at an event that is not organised by the registered Member.

Non-musical Activities Exclusion

It is hereby noted and agreed that no indemnity will be provided by this policy in respect of any claim arising from the teaching or performance of any non-musical activity. This exclusion will not apply in respect of any non-musical activity which is taught or performed in conjunction with a musical activity provided that the joint activities are predominately musically based.

Abuse Exclusion

It is hereby noted and agreed that the Public Liability section this policy does not cover liability caused by or arising out of or in anyway connected with abuse whether physical mental sexual emotional or otherwise

Non-Community Based Musical Activities Inclusion Clause

It is hereby noted and agreed that the cover provided by this policy extends to include any individual insured member undertaking additional musical activities in addition to those noted in the Business Description provided that the members annual income from these activities does not exceed £15,000 per annum.

Retroactive Date

It is hereby noted and agreed that, in respect of the Professional Indemnity section of this policy, that the Retroactive Date of the insurance will be the latter of

- a) the date continuous membership of Sound Sense last commenced
- b) 1st September 2021

Non UK Domicile Members Exclusion- Professional Indemnity

It is hereby noted and agreed that Section 3 (Professional Indemnity) provides cover for UK domicile Members only. No cover is provided in respect of Non-UK domiciled Members.

Claims Conditions – Professional Indemnity

It is hereby noted and agreed that in respect of the Professional Indemnity section of the policy only, General Conditions 1, 2 and 3 are deleted and replaced by the following:

- (1) If during the Period of Insurance, regardless of any Excess, the **Insured** shall
 - (a) receive any Claim, you shall give written notice to the **Insurers** as soon as practicable,
 - (b) become aware of any circumstance that might give rise to a Claim, give written notice to the **Insurers** of such circumstance as soon as practicable. Any Claim subsequently arising from any circumstance notified to the **Insurers** shall be deemed to have been made during the Period of Insurance in which the notice of such circumstance was first received by the **Insurers**,

- (c) discover a reasonable cause for suspicion of any dishonesty or fraud on the part of any past or present director, partner or any **Person Employed**, whether giving rise to a Claim or not, give written notice to the **Insurers** of such discovery as soon as practicable,
- (d) discover any loss of or **Damage** to Documents, give written notice to the **Insurers** of such discovery as soon as practicable,

provided always that any such written notice under any part of this condition (1) is received by the **Insurers** during the Period of Insurance.

(2) In the event of a Claim or loss or the discovery of a circumstance that might give rise to a Claim or loss, the **Insured** must not admit liability for or settle any Claim or incur any related costs or expenses without the **Insurers** written consent.

(3) In the event of a Claim or loss or the discovery of a circumstance that might give rise to Claim or loss, the **Insurers** will be entitled, at their own expense at any time, to take over and conduct in the **Insured's** name the defence or settlement of any such Claim or loss.

If the **Insurers** do take over and conduct the defence or settlement of any such Claim, the **Insured** shall give the **Insurers** all such information and assistance as they may reasonably require and that is in the **Insureds** power to provide. Without prejudice to the generality of the above, the **Insureds** duty to assist the **Insurers** includes

- (a) providing all such information, assistance, signed statements or depositions as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued,
- (b) allowing the **Insurers** to present the best possible defence of a Claim within the time constraints available,
- (c) ensuring ready access to all and any information that the **Insurers** may require in the defence of a Claim or investigation of a loss,
- (d) ensuring the payment, on demand, of the Excess in conjunction with the terms of any settlement agreed by the **Insurers**.

COMBINED LIABILITY & PROFESSIONAL INDEMNITY INSURANCE **POLICY**

THIS IS TO CERTIFY that in accordance with the authorisation granted to the undersigned by certain Insurance Companies, whose names and the proportions underwritten by them appear below (all of whom are hereinafter referred to as "**Insurers**") and in consideration of the premium specified herein, the said Insurers are hereby bound, each for his own part and not for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

THE INSURERS hereby agree to the extent and in the manner hereinafter provided, to indemnify the **Insured** against legal liability for accidents happening during the period stated in the **Schedule**, after such liability is proved.

PROVIDED always that:

- 1) the liability of the **Insurers** shall not exceed the limits of liability expressed in the said **Schedule** or such other limits of liability as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the **Insurers**;
- 2) this **Policy** insures in respect ONLY of such of the sections hereof as are so specified in the **Schedule**.

The **Insured** is requested to read this **Policy** and, if it is incorrect, return it immediately for alteration.

This **Policy** is made and accepted subject to all the provisions, conditions, warranties and exclusions set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

In Witness whereof, this **Policy** has been signed at the place stated and on the date specified in the **Schedule** on behalf of

Hencilla Canworth GI Limited, Simpson House, 6 Cherry Orchard Road, Croydon, Surrey, CR9 6AZ.

Authorised signatory

Date Tuesday, 28 February 2023



SECTION 1 – COMBINED LIABILITY

OPERATIVE CLAUSE

The **Insurers** will indemnify the **Insured** against their legal liability to pay damages (including claimants' costs, fees and expenses).

This indemnity applies only to such legal liability as defined by each insured Section of this **Policy** arising out of the **Business** specified in the **Schedule**, subject always to the terms, conditions and exclusions of such Section and of the **Policy** as a whole.

DEFINITIONS

INSURED

1. the person, persons or corporate body named in the **Schedule**
2. subsidiary companies of the **Insured** notified to and accepted in writing by the **Insurers**.

INSURERS

The insurers whose identity is stated in the Endorsement entitled Identity of Insurers and whose proportionate liability will be detailed on request.

BUSINESS

means the business conducted at or from premises in Great Britain, Northern Ireland, The Channel Islands or the Isle of Man and shall include:

1. the ownership, repair and maintenance of the **Insureds** own property
2. provision and management of canteen, social, sports and welfare organisations for the benefit of any **Person Employed** and medical, firefighting, and security services
3. private work undertaken by any **Person Employed** for any director or partner of the Insured with the prior consent of the **Insured**.

INJURY

means death, bodily injury, illness or disease of or to any person.

DAMAGE

means loss of possession of or damage to tangible property.

PERSON EMPLOYED

means any:

1. Employee being a person under a contract of service or apprenticeship with the **Insured**
2. labour master and persons supplied by him
3. person employed by labour only sub-contractors
4. self employed person under the control of the **Insured**
5. person hired to or borrowed by the **Insured**
6. person undertaking study or work experience or youth training scheme with the **Insured** working for the **Insured** in connection with the **Business**.

PRODUCT

means any tangible property after it has left the custody or control of the **Insured** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **Insured**.

POLLUTION

means pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property.

DEFENCE COSTS

mean costs, fees and expenses incurred by the **Insured** with the written consent of the **Insurers** in the defence or settlement of any claim under this **Policy**.

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.

INDEMNITY TO OTHERS

The indemnity granted extends to:

1. managerial or supervisory Employees of the **Insured** in their business capacity for legal liabilities arising out of the performance of the **Business** and any director or partner of the **Insured** in respect of private work undertaken by any **Person Employed** for such director or partner with the prior consent of the **Insured**
2. the officers, committees and members of the **Insureds** canteen, social, sports, medical, fire fighting, security services and welfare organisations for legal liabilities incurred in their respective capacity as such
3. any person or firm for legal liabilities arising out of the performance of a contract with the **Insured** constituting the provision of labour only
4. any principal for legal liabilities arising out of work carried out by the **Insured** under a contract or agreement in respect of which the **Insured** would have been entitled to indemnity under this **Policy** if the claim had been made against the **Insured**
5. the personal representatives of any person or party indemnified by reason of this Clause 3 in respect of legal liability incurred by such person or party.

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this **Policy** as though they were the **Insured**.

CROSS LIABILITIES

Each person or party granted indemnity by this **Policy** is separately indemnified in respect of claims made against any of them by any other subject to the **Insurers** total liability not exceeding the stated **Limits of Indemnity**.

LIMITS OF INDEMNITY

SUB SECTION 1

The **Insurers** total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the **Schedule** in respect of any one claim against the **Insured** or series of claims against the **Insured** arising out of one occurrence.

SUB SECTIONS 2 AND 3

The **Insurers** total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the **Schedule** against each Section in respect of any one occurrence or series of occurrences arising from one originating cause

Provided always that the **Limit of Indemnity**:

1. under Section 2 in respect of liability arising out of **Pollution** applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the **Period of Insurance**
2. under Section 3 applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the **Period of Insurance**.

DEFENCE COSTS

The **Insurers** will also pay all **Defence Costs**.

Defence Costs include legal expenses:

1. incurred by or awarded against the **Insured** arising out of any prosecution of the **Insured**:
2. for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect)
3. for any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect)

Provided that **Insurers** shall not be liable for any fines or penalties imposed as a consequence of such prosecution

- a. arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry
- b. arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this **Policy**

Defence Costs will be payable in addition to the **Limits of Indemnity** except in respect of Sub Section 1 when the **Limit of Indemnity** will be inclusive of **Defence Costs** unless this **Policy** is specifically endorsed to the contrary.

COMPENSATION FOR COURT ATTENDANCE

In the event of any director, partner or Employee of the **Insured** attending court as a witness at the request of the **Insurers** in connection with a claim which is the subject of indemnity under this **Policy** the **Insurers** will provide compensation to the **Insured** at the following rates for each day on which attendance is required:

- a. any director or partner £250
- b. any Employee £100

CORPORATE MANSLAUGHTER LEGAL DEFENCE COSTS EXTENSION

Subject to the written consent and the control of the Insurers and subject to all other Conditions and Exclusions applicable to this Policy, the indemnity provided under this Policy is extended to indemnify the Insured, and if the Insured so requests, any Person Employed or director or partner of the Insured, in respect of legal costs incurred in the defence of any criminal proceedings brought, or in an appeal against conviction arising from such proceedings, in respect of manslaughter or culpable homicide or alleged manslaughter or culpable homicide, including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 and any amending and/or subsequent legislation provided that an offence is alleged to have been committed during the Period of Insurance and in the course of the Business.

The maximum amount payable under this Extension shall not exceed £1,000,000 in all during any one Period of Insurance.

This Extension shall not apply:

- a** to fines or penalties of any kind or the cost of implementing any remedial order or publicity order.
- b** where indemnity is provided by any other Insurance.

SUB SECTION 1 – EMPLOYERS' LIABILITY

SUB SECTION 1 – INDEMNITY

The **Insured** is indemnified by this Section in accordance with the Operative Clause in respect of **Injury** to any **Person Employed** arising out of and in the course of employment by the **Insured** and occurring during the **Period of Insurance**.

SUB SECTION 1 – EXCLUSIONS

This Section does not apply to or include legal liability:

1. incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to the **Insured** by any such insurance or security
2. 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 onto land.
3. 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, in which case a sub-limit of £5,000,000 shall apply.
4. arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos, 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, in which case a sub-Limit of Indemnity of £5,000,000 shall apply.

It is a condition precedent to the liability of **Insurers** that the **Insured** do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.

SUB SECTION 1 – COMPULSORY INSURANCE CLAUSE

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law enacted in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands relating to compulsory insurance of liability to employees.

If however, there has been non-observance of any **Policy** conditions by the **Insured**, and the **Insurers** shall have paid any sum which would not have been paid but for the provisions of such law then the Insured shall forthwith repay such sum to the **Insurers**.

SUB SECTION 2 – PUBLIC LIABILITY

SUB SECTION 2 – INDEMNITY

The **Insured** is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental **Injury** and/or **Damage** occurring during the **Period of Insurance**.

SUB SECTION 2 – EXCLUSIONS

This Section does not apply to or include legal liability:

1. in respect of **Injury** to any **Person Employed** arising out of and in the course of employment by the **Insured**.
2. arising out of or in connection with any **Product**.
3. arising out of the ownership, possession or use by or on behalf of the **Insured**, or any person or party entitled to indemnity, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than legal liability:
 - a. caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any legislation
 - b. arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract
 - c. arising out of any motor vehicle or trailer temporarily in the **Insureds** custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation
4. arising out of the ownership, possession or use by or on behalf of the **Insured** of any aircraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways)
5. for **Damage** to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in the **Insureds** care, custody or control other than:
 - a. clothing and personal effects (including vehicles and their contents) of Employees and visitors
 - b. premises (including contents therein) temporarily occupied by the **Insured** for work therein or thereon but no indemnity shall be granted for **Damage** to that part of the property on which the **Insured** is or has been working and which arises out of such work
 - c. premises tenanted by the **Insured** provided always that liability for such **Damage** is not assumed by the **Insured** under agreement where liability would not have existed in the absence of the agreement
6. arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.

SUB SECTION 3 – PRODUCTS LIABILITY

SUB SECTION 3 – INDEMNITY

The **Insured** is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental **Injury** and/or **Damage** occurring during the **Period of Insurance** and arising out of or in connection with any **Product**.

SUB SECTION 3 – EXCLUSIONS

This Section does not apply to or include legal liability:

1. in respect of **Injury** to any **Person Employed** arising out of and in the course of employment by the **Insured**.
2. for costs incurred in the repair, reconditioning or replacement of any **Product** or part thereof which is alleged to be defective
3. arising out of the recall of any **Product** or part thereof
4. arising out of any **Product** which with the **Insureds** knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, hovercraft or waterborne craft
5. arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement
6. arising from circumstances known to the **Insured** prior to the inception date of this Insurance
7. arising from the failure of any **Product** to perform its intended function.

GENERAL EXCLUSIONS APPLICABLE TO SUB SECTIONS 1, 2 AND 3

This **Policy** does not apply to or include legal liability:

1. arising out of any activities undertaken by the **Insured** within the United States of America or Canada
 2. directly or indirectly caused by or contributed to by or arising from:
 - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- Provided that in respect of claims arising out of **Injury** which form the subject of Indemnity under Sub Section 1 this Exclusion shall only apply to liability:
- i. of any party to whom Indemnity is granted under part 4 of the *Indemnity to Others* clause (or their personal representatives)
 - ii. assumed by the **Insured** by agreement which would not have attached in the absence of such agreement
3. for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever
 4. for the **Excess** stated in the **Schedule** in respect of the first amount of each claim arising out of **Damage**
 5. which forms the subject of insurance by any other Policy and this **Policy** shall not be drawn into contribution with such other insurance.

GENERAL EXCLUSIONS APPLICABLE ONLY TO SUB SECTIONS 2 AND 3

Sub Sections 2 and 3 do not apply to or include legal liability:

1. arising out of the deliberate, conscious or intentional disregard by the **Insureds** technical or administrative management of the need to take all reasonable steps to prevent **Injury** or **Damage**
2. arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
3. arising out of **Pollution** of the atmosphere or of any water, land, buildings or other tangible property except to the extent that the **Insured** demonstrates that such **Pollution**:
 - a. was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the **Period of this Insurance**
 - b. was not the direct result of the **Insured** failing to take reasonable precautions to prevent such **Pollution**Provided always that all such **Pollution** which arises out of one incident shall be considered for the purposes of this **Policy** to have occurred at the time such incident takes place and that **Insurers** total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the **Limit of Indemnity** stated in the **Schedule** in the aggregate in respect of the **Period of this Insurance**.
4. directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
5. directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with an act of **Terrorism**. These Sections also exclude legal liability directly or indirectly occasioned by, happening through, in consequence of, arising out of, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.
6. a. directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
b. any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
c. any obligation or duty to defend any actions directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens
Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.
For the purpose of this exclusion, **Injury** shall include mental anguish, mental injury and/ or emotional distress.
7. directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
8. arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.
9. arising from the use of stage hypnotism, hypnotherapy or the like.
10. arising from or in connection with use of pyrotechnics or explosives or any special effect involving fire or explosion other than use of flash cotton, flash string or flash paper.

SECTION 2 - PROFESSIONAL INDEMNITY

INSURING CLAUSE

- (1) The **Insurers** will indemnify the **Insured** in respect of any **Claim** arising out of the conduct of the **Insured's Business**, first made against the **Insured** and notified to the **Insurers** during the **Period of Insurance**, for any civil liability including claimants costs and expenses arising from
- (a) a breach of a duty of care or any negligent act or negligent omission committed by the **Insured**;
 - (b) any dishonest or fraudulent act committed by any past or present partners, directors or **Persons Employed** or any sub-contractor or outsourcer contracted by the **Insured** and under their direct control or supervision;
 - (c) infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing-off;
 - (d) breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;
 - (e) defamation
 - (f) negligence or a breach of duty of care in connection with the transmission of a **Computer Virus** or a denial of service attack;
 - (g) any other civil liability unless otherwise excluded by this policy
- (2) The **Insurers** will indemnify the **Insured** for reasonable costs and expenses incurred by the **Insured** in respect of any reasonable action taken to mitigate a loss or potential loss that would otherwise be the subject of a **Claim** under this Section provided that
- (a) the **Insurers** give prior written consent to the **Insured** incurring such costs and expenses and
 - (b) the **Insured** prove to the **Insurers** satisfaction that the amount of the costs and expenses to be incurred are less than any likely award of damages arising from the same potential **Claim**.

In respect of any **Claim** or loss, the **Insurers** will not provide indemnity to any person committing or conspiring to commit or condoning any dishonest or fraudulent act or omission.

The total liability under this Cover clause shall not exceed the **Limit of Indemnity** and **Other Costs**.

If the amount paid to dispose of a **Claim** or loss exceeds the **Limit of Indemnity**, the **Insurers** liability for **Other Costs** will only be the proportion which the **Limit of Indemnity** bears to the total amount paid to dispose of such **Claim** or loss.

The **Insurers** shall not be liable for the amount of the **Excess** or any lesser amount for which a **Claim** or loss may be settled.

DEFINITIONS TO THE PROFESSIONAL INDEMNITY SECTION

Wherever the following words and phrases appear in this Section or any Schedule Endorsement or notice attached or issued by the **Insurers** they will always have the same meaning

Business

means the business specified in the **Policy Schedule** and conducted at or from premises in Great Britain, Northern Ireland, The Channel Islands or the Isle of Man (and including for the avoidance of doubt, while the **Insured** is temporarily engaged in **Business** outside of these territories) and shall include the ownership, repair and maintenance of the **Insured's** own property

Claim

means demand made against the **Insured** consisting of or arising from any

- (1) demand, whether oral or in writing, for damages or compensation,
- (2) notice of intention, whether oral or in writing, to commence legal proceedings,
- (3) communication invoking any pre action protocols,
- (4) notification of arbitration, ombudsman or adjudication proceedings.

Computer System

means any

- (1) computer, data processing equipment, media or part thereof,
- (2) electronic system of data storage and retrieval, or communications system, network, protocol or part thereof,
- (3) electronic storage device, microchip integrated circuit, real time clock system or similar device,

- (4) computer software (including but not restricted to application software, operating systems, runtime environments or compilers), firmware or microcode,
- (5) electronic documents utilised in the ownership, security and management of your electronic communication system, worldwide web site, internet site, intranet site, extranet site, or web address.

Computer Virus

means a corrupting instruction that propagates itself via a computer system or network

Damage

means loss of possession of or damage to tangible property.

Documents

means any

- (1) project models or displays,
- (2) deeds, wills or agreements,
- (3) maps, plans, records, photographs, negatives, calculations, drawings,
- (4) written or printed books, letters, certificates, documents or forms of any nature whatsoever,
- (5) computer software, files, documents and systems records, which are the **Insured's** property or are under the **Insured's** custody or control.

This definition does not include bearer bonds, evidence of share ownership (whether in electronic or other form), coupons, bank or currency notes and other negotiable paper.

Excess

means the first part of each and every payment in relation to a **Claim** or loss which is payable by the **Insured**. The amount of the **Excess** is stated in the **Schedule**. The **Excess** does not apply to **Other Costs** or the cover for Documents, Court Attendance or Representation Costs.

Injury

means death, bodily injury, illness or disease of or to any person.

Insured

3. the person, persons or corporate body named in the Policy **Schedule**
4. subsidiary companies of the **Insured** notified to and accepted in writing by the **Insurers**.

Insurers

The insurers whose identity is stated in the Endorsement entitled 'Identity of Insurers' and whose proportionate liability will be detailed on request.

Limit of Indemnity

means the maximum amount stated in the **Schedule** the **Insurers** will pay in respect of any one **Claim** or loss and in total for all **Claims** or losses first made during any one **Period of Insurance**. Any dishonesty or fraud committed by a person acting alone or in collusion with others shall be treated as one **Claim** or loss.

Person Employed

means any:

7. Employee being a person under a contract of service or apprenticeship with the **Insured**
8. labour master and persons supplied by him
9. person employed by labour only sub-contractors
10. self employed person under the control of the **Insured**
11. person hired to or borrowed by the **Insured**
12. person undertaking study or work experience or youth training scheme with the **Insured** working for the **Insured** in connection with the **Business**.

Pollution

means pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property.

Product

means any tangible property after it has left the custody or control of the **Insured** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **Insured**.

Other Costs

means all costs and expenses incurred in the investigation, defence or settlement of any **Claim** in so far as those costs and expenses have been incurred with the **Insurers** written consent.

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.

EXCLUSIONS TO THE PROFESSIONAL INDEMNITY SECTION

No indemnity will be provided in respect of

(1) Employment Disputes

any **Claim** arising directly or indirectly from or caused by any dispute between the **Insured** and any present or former **Persons Employed** or any person who has applied for or been offered employment with the **Insured**.

(2) Bodily Injury And Damage To Property

any liability whatsoever arising out of

- (a) **Bodily Injury** to any person
- (b) loss or **Damage** to **Property**.

Bodily Injury is defined as death, disease, illness or mental injury.

Property is defined as

- (a) the ownership, possession and use, by the **Insured** or on the **Insured's** behalf, of any buildings, structures, premises or land or
- (b) that part of any building leased, occupied or rented by the **Insured** or
- (c) any other property (mobile or immobile) belonging to the **Insured**.

(3) Fines And Penalties

any fines or penalties or any punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of any court or tribunal.

(4) Financial Interest

any **Claim** brought by any entity

- (a) in which the **Insured** exercise a controlling interest,
- (b) which exercises a controlling interest over the **Insured's Business** by virtue of having a financial or executive interest in the **Insured**, unless such **Claim** arises from or is caused by a claim made against such entity by an independent third party.

(5) Directors & Officers Liability

any **Claim** made against the **Insured** in the **Insured's** capacity as a director, officer or trustee unless arising from an alleged breach of professional duty in the conduct of the **Insured's Business**.

(6) Employee Benefits

any **Claim** or loss arising from any plan, program or scheme established or maintained to provide benefits to the **Insured** or any **Person Employed**.

(7) Aviation / Marine / Motor Insurance

any **Claim** arising directly or indirectly from or caused by the ownership, possession or use, by the **Insured** or on the **Insured's** behalf, of any aircraft, watercraft, hovercraft, motor vehicle or trailer.

(8) Dishonest And Malicious Acts

any **Claim** or loss

- (a) arising from any dishonest or fraudulent act or omission committed by any person after the discovery, in relation to that person, of reasonable cause for suspicion of any dishonest or fraudulent act or omission.
- (b) arising from any dishonest or fraudulent act or omission unless the **Insured's** annual accounts are prepared or certified by an independent and properly qualified accountant or auditor.

(9) Defamation

any defamation unless the **Insured** can show that it was committed by the **Insured** in good faith.

(10) Contractual Liability

any **Claim** arising out of liability assumed by the **Insured** under any contractual agreement

- (a) whereby the **Insured** assume a standard of care greater than that reasonably expected of the **Insured's** profession,
- (b) by which the **Insured** warranted or guaranteed a particular outcome,
- (c) by which the **Insured** agreed to pay a contractual penalty or liquidated damages in the event of breach,

(d) which provides greater benefit or a longer lasting benefit than that given to the party with whom the **Insured** originally contracted, unless such liability would have attached to the **Insured** in the absence of the features listed above.

(11) Pollution

any **Claim** or loss arising directly or indirectly from or caused by **Pollution**.

(12) Asbestos

any **Claim** or loss arising directly or indirectly from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity, whether alleged or actual.

(13) Financial Results

any **Claim** or loss arising from any trading losses or trading liabilities incurred by any business managed by or carried on by the **Insured**.

(14) Products

any liability arising from

- (a) the defective workmanship of any construction, installation, repair, alteration or maintenance work,
- (b) any manufacturing defect of any goods or products supplied by the **Insured**

(15) Retroactive Date

any **Claim** arising directly or indirectly from or caused by any work undertaken by the **Insured** or on the **Insured's** behalf prior to any **Retroactive Date** stated on the **Schedule**.

(16) Other Insurance

any **Claim** or loss where the **Insured** is entitled to indemnity under any other policy except in respect of any excess beyond the amount which would have been payable under such insurance had this policy not been effected.

(17) Circumstances Known At Inception

any **Claim** or loss or circumstance that might give rise to a **Claim** or loss which

- (a) has been notified under any other insurance attaching prior to the inception of this policy,
- (b) the **Insured** were or should, after reasonable enquiry, have been aware of prior to the inception of this policy.

(18) Computer Viruses

any **Claim** arising directly or indirectly from or caused by any **Computer Virus** that was not specifically targeted at your system.

(19) USA / Canada Exclusion

any **Claim**

- (a) instituted or pursued in the United States of America, its territories and possessions and/or Canada (including without limitation the enforcement of a judgement or finding of a court or tribunal of another jurisdiction or otherwise),
- (b) in which it is contended that the laws of the United States of America, its territories and/or possessions or Canada should or do apply,
- (c) which involves the enforcement or attempted enforcement of a judgement or finding of a court or tribunal of the United States of America, its territories and/or possessions or Canada.

(20) Radioactive Contamination

any loss destruction damage consequential loss or liability directly or indirectly caused by or contributed to by or arising from

- (i) ionising radiations from 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 or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (iv) the use of any explosive nuclear weapon or device or the emission discharge dispersal or escape of fissile material emitting a level of radioactivity
- (v) the emission discharge dispersal release or escape of any solid liquid or gaseous chemical compound which when suitably distributed is capable of causing incapacitating disablement or death amongst people or animals
- (vi) the emission discharge dispersal release or escape of any pathogenic (disease producing) micro-organism(s) and chemically synthesised toxin(s) (including genetically modified organisms and chemically synthesised toxins).

(21) War And Act Of Terrorism

any claim hereunder of whatsoever nature directly or indirectly occasioned by or happening through or in consequence of

- (a) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority Act of **Terrorism** or any action taken in controlling preventing suppressing or in any way relating to any of the above
- (b) riot civil commotion and (except in respect of **Damage** by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons in Northern Ireland other than in respect of the insurance provided by Section 1 –Public & Products Liability.

(22) Date Recognition Failure

This Policy does not cover legal liability or costs and expenses directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media micro chip integrated circuit or similar device or any computer software whether the property of the **Insured** or not to

- (a) correctly to recognise any date as its true calendar date
- (b) correctly to capture save retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (c) correctly to capture save retain or process any data as a result of the operation of any command which causes the loss of data or the inability correctly to capture save retain or process such data

(23) Non UK Domicile Members Exclusion

It is hereby noted and agreed that Section 3 (Professional Indemnity) provides cover for UK domicile Members only. No cover is provided in respect of Non-UK domiciled Members.

SPECIAL CONDITIONS TO THE PROFESSIONAL INDEMNITY SECTION

(1) Payment Of Limit Of Indemnity

In connection with any **Claim**, the **Insurers** may at any time pay the **Insured** the amount of the **Limit of Indemnity** (after deduction of any sums already paid as damages or claimant's costs and expenses in respect of such **Claim**) or any lesser amount for which the **Insurers** believe that such **Claim** can be settled and thereupon the **Insurers** shall relinquish the control of such **Claim** and be under no further liability in connection therewith except for costs and expenses incurred prior to the date of such payment and for which the **Insurers** may be responsible under this policy.

(2) Dishonest or Fraudulent Acts Conditions

Where a **Claim** or loss involves the dishonest or fraudulent act or omission of any former or present partner, director, member, **Person Employed**, consultant or sub-contractor,

- (a) the **Insured** shall at the **Insurers** request and expense take all reasonable steps to obtain reimbursement from such person,
- (b) any monies which but for the dishonest or fraudulent act or omission would be due to such persons from the **Insured** or any monies of such persons held by the **Insured** shall be deducted from any amount payable under this policy,
- (c) no indemnity in respect of such **Claim** or loss shall be afforded to any person committing or condoning such dishonest or fraudulent act or omission,
- (d) nothing herein shall preclude the **Insurers** from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission.

(3) Legal Proceedings Condition

the **Insured** shall not be required to contest any legal proceedings unless a senior barrister (to be mutually agreed upon between the **Insured** and the **Insurers**) shall advise that such action has a reasonable prospect of success.

IN ADDITION THE INSURERS WILL PROVIDE COVER UNDER THIS SECTION AS FOLLOWS

Documents

The **Insurers** will pay all reasonable costs and expenses incurred by the **Insured** in replacing, restoring or reconstituting **Documents**, lost or damaged in the conduct of the **Insured's Business** provided the loss or damage is suffered and first discovered by the **Insured** and notified to **Insurers** during the **Period of Insurance**.

The total liability under this clause shall not exceed GBP 50,000.

The **Insurers** will not provide indemnity in respect of any loss or damage to **Documents** which are stored on a **Computer System** unless such **Documents** are backed up with the intention that in the event of loss or damage the back up can be used as the basis for restoring the **Documents** to their original status.

Compensation for Court Attendance

In the event of the **Insured** attending court as a witness at the request of the **Insurers** in connection with a claim which is the subject of indemnity under this **Policy** the **Insurers** will provide compensation to the **Insured** at the rate of £250 for each day on which attendance is required.

Representation Costs

The **Insurers** will pay on the **Insured's** behalf any reasonable costs and expenses incurred by the **Insured** for representation at properly constituted hearings, tribunals or proceedings provided that

- (a) such costs and expenses are incurred with the **Insurers** prior written consent,
- (b) the subject of the hearing, tribunal or proceeding may become a **Claim** under this policy and in respect of which the **Insurers** may be obliged to provide an indemnity under the terms of this policy.

The total liability under this clause shall not exceed GBP 50,000.

GENERAL POLICY ENDORSEMENTS

IDENTITY OF INSURERS

Covéa Insurance plc

Covéa Insurance plc, Registered in England and Wales No.613259.
Registered office, Norman Place, Reading, RG1 8DA

Covea Insurance plc are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

SEVERAL LIABILITY

The liability of the Insurers is several and not joint and is limited solely to the extent of their individual proportions as shown in the Endorsement entitled Identity of Insurers. The Insurers are not responsible for the subscriptions of any co-subscribing insurers or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

Covéa Insurance plc are members of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

OIM FUNGUS, MOULD AND MILDEW EXCLUSION CLAUSE

Public and Products Liability

The Insurers shall not indemnify the Insured under this Section against

1. Damages, direct or consequential, on account of "bodily injury," "property damage," "personal or advertising injury," or "medical payments" arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
2. Any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
3. Any obligation or duty to defend any actions on account of "bodily injury", "property damage", "personal or advertising injury", or "medical payments" arising out of, resulting from, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens.

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

For purposes of this exclusion, "bodily injury" shall include mental anguish, mental injury and/or emotional distress.

All other terms and conditions of this insurance remain unchanged.

OXYGEN COMPONENT BUILDING MATERIAL EXCEPTION CLAUSE

Public and Products Liability

Exception

The Insurers shall not indemnify the Insured under this Section in respect of injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

OIM ASBESTOS CLAUSE

Employers' Liability

Insurers will not indemnify the Insured in respect of any liability arising under this section arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos other than 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, in which case a sub-limit of GBP5,000,000 shall apply, inclusive of all damages, costs and expenses payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause.

It is a condition precedent to the liability of Insurers that the Insured do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.

Public Liability

Insurers will not indemnify the Insured in respect of any liability arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

OIM TERRORISM CLAUSE

Terrorism – Public and Products Liability

Exception

The Insurers will not indemnify the Insured under this Section in respect of injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism.

Definition

Terrorism shall mean an act – whether involving violence or the use of force or not – or the threat or the preparation 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) – which

- is designed to, or does
- intimidate or influence a de jure or de facto government or the public or a section of the public, or
- disrupt any segment of the economy
- and
- from its nature or context is done in connection with political, social, religious, ideological or causes or objectives.

Terrorism – Employers' Liability

Exception

The Insurers will not indemnify the Insured in respect of any liability arising under this section arising out of Terrorism other than to the extent that an indemnity is deemed to be required in accordance with any law relating to compulsory insurance of employees, in which case a sub-limit of GBP5,000,000 shall apply, inclusive of all damages, costs and expenses payable in respect of any one claim or series of claims against the Insured.

Definition

Terrorism shall mean an act – whether involving violence or the use of force or not – or the threat or the preparation 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) – which

- is designed to, or does
- intimidate or influence a de jure or de facto government or the public or a section of the public, or
- disrupt any segment of the economy
and
- from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE

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 term of this contract of insurance, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

DATA PROTECTION ACT

We will within the terms of this Subsection indemnify You against liability for damages in respect of Damage arising out of any claim under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time) not otherwise insured hereunder and first made against You during the Period of Insurance provided that:

- 1) Our liability under this Extension for damages costs and expenses arising out of all claims made during any one Period of Insurance shall not exceed £1,000,000 or the amount stated as the Limit of Indemnity in the Schedule to this Subsection.
- 2) You have registered in accordance with the terms of the said Act or have applied for such registration which has not been refused or withdrawn
- 3) We shall not provide indemnity
 - 3.1) for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000
 - 3.2) against liability caused by or arising from 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 act or omission
 - 3.3) for the costs of replacing reinstating rectifying or erasing any personal data
 - 3.4) against liability caused by or arising from any incident or circumstances known to You at inception of this Extension which may give rise to a claim
 - 3.5) against liability caused by or arising from the recording processing or provision of data for reward or the determining of the financial status of a person
 - 3.6) against Contractual Liability
 - 3.7) against liability in respect of Bodily Injury to any person or Damage to Property

DATA PRIVACY NOTICE

Hencilla Canworth GI Limited (Hencilla) and Pen Underwriting Limited (Pen) are each a separate data controller of the personal information you provide or personal information that has been provided by a third party.

Hencilla and Pen collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, insurance intermediaries such as Managing General Agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

Hencilla and Pen may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please refer to the respective Privacy Policies referenced below. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

Privacy Policies:

Hencilla Canworth GI Limited - https://www.hencilla.co.uk/Documents/HC_Privacy_Notice.pdf

Pen Underwriting Limited - <https://www.penunderwriting.co.uk/Privacy-and-Cookies>

Pen Underwriting Ltd act as underwriting agent for a consortium of Insurers noted under the 'Identity of Insurers' notice.

E.U. DISCLOSURE CLAUSE (UK)

Notice to the Insured:

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

GENERAL CONDITIONS

(Conditions 1 to 5. are precedent to **Insurers** liability to provide Indemnity under this **Policy**)

1. The **Insured** shall give immediate notice in writing to the **Insurers** of any occurrence that may give rise to a claim under this **Policy** and shall give all such additional information as the **Insurers** may require. Every claim, writ, summons, notice of adjudication, referral notice or process and all documents relating thereto shall be forwarded to the **Insurers** immediately they are received.
2. No admission, offer, promise or payment shall be made or given by or on behalf of the **Insured** without the written consent of the **Insurers** who shall be entitled 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 and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Insured** shall give all such information and assistance as the **Insurers** may reasonably require.
3. The **Insurers** may at any time pay to the **Insured** in connection with any claim or series of claims under this **Policy** to which a **Limit of Indemnity** applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the **Insurers** shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of **Defence Costs** incurred prior to the date of such payment (unless the **Limit of Indemnity** is stated to be inclusive of **Defence Costs**).

Provided that if the **Insurers** exercise the above option and the amount required to dispose of any claim or series of claims exceeds the **Limit of Indemnity** and such excess amount is insured either in whole or in part, with **Defence Costs** payable in addition to the **Limit of Indemnity** under this **Policy** then the **Insurers** will also contribute their proportion of subsequent **Defence Costs** incurred with their consent as the **Limit of Indemnity** bears to the amount paid to dispose of a claim.

4. The **Insured** shall give notice to the **Insurers** of any alteration or circumstance which materially affects the risks insured under this **Policy** and until the **Insurers** be advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and the **Insured** has paid or agreed to pay the additional premium (if any) the **Insurers** shall not be liable in respect of any claim or claims due wholly or partially to any such alteration or circumstance.
5. Where the premium is provisionally based on the **Insureds** estimates, the **Insured** shall keep accurate records and within 90 days of expiry of the **Period** of this Insurance declare such particulars as the **Insurers** require. The premium shall then be adjusted and any difference paid or allowed to the **Insured** as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to employees, the required declaration shall also include remuneration to all persons defined as **Persons Employed** by this **Policy**. Failure to declare such particulars to the **Insurers** shall entitle the **Insurers** to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.
6. The **Insured** is required to make a fair presentation of the risk to **Insurers**. If the **Insured** breaches its duty to provide a fair presentation and any such breach was deliberate or reckless, **Insurers** may regard the Policy as void and are not required to return any paid Premium to the **Insured**. If the breach was not deliberate or reckless, **Insurers'** remedy shall depend upon what **Insurers** would have done if the **Insured** had complied with the duty of fair presentation:
 - i) **Insurers** may regard the Policy as void if **Insurers** would not have entered into the Policy on any terms in the absence of the breach. In this case, the **Insurers** must return the premium paid.
 - ii) If the **Insurers** would have entered into the Policy, but on different terms (other than terms relating to premium) the Policy is to be treated as if those different terms applied from the outset, if the **Insurer** so requires.
 - iii) If the **Insurers** would have entered into the Policy but would have charged a higher premium the **Insurers** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims).
7. The **Insurers** may cancel this **Policy** by giving 30 days' notice in writing of such cancellation to the **Insureds** last known address.
8. If the **Insured** makes a fraudulent claim under this Policy the **Insurers** shall not be liable to pay the **Insured** any sums in respect of the fraudulent claim. The **Insurers** may recover from the **Insured** any sums that the **Insurers** have already paid to the **Insured** in respect of the fraudulent claim. The **Insurers** may by notice to the **Insured** treat this Policy as terminated with effect from the date of the **Insured's** fraudulent act.

9. Any phrase or word in this **Policy** and the **Schedule** will be interpreted in accordance with the law of England. The **Policy** and the **Schedule** shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this **Policy** or the **Schedule** shall bear such specific meaning wherever it may appear.
10. All disputes concerning the interpretation of this **Policy** are understood and agreed by both the **Insured** and the **Insurers** to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.
11. If the **Insured** breaches any warranty in this Policy, the **Insurer's** liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The **Insurer** will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the **Insurer's** liability is suspended.

Where:

- (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and
- (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time,

the **Insurer** cannot rely on the breach of such term to exclude, limit or discharge its liability if the **Insured** shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

CLAIMS CONTACT DETAILS

If you need to notify Insurers of a claim or of any circumstances or incident which may cause a claim you should contact:

Hencilla Canworth GI Ltd, Simpson House, 6 Cherry Orchard Road, Croydon, Surrey, CR9 6AZ

Telephone Number **020 8686 5050**
Fax Number: **020 8686 5559**
E-Mail: **mail@hencilla.co.uk**

Please refer to General Conditions 1 & 2 on the previous page about actions you should, and should not, take if a claim under the policy may be necessary.

COMPLAINTS PROCEDURE

It is always the intention to provide a first class standard of service. However it is appreciated that occasionally things go wrong. In some cases the broker who arranged the insurance will be able to resolve any concerns and you should contact them directly.

Alternatively if you need to complain please contact the Pen Underwriting Limited Complaints Officer quoting your policy or claim number.

Pen Underwriting Limited Complaints Officer
3 Atlantic Quay, 20 York Street, Glasgow, G2 8JH
Telephone: 0141 285 3539
Email: pencomplaints@penunderwriting.com

Your complaint will be acknowledged within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt Pen Underwriting will write to You and let You know what further action will be taken. A final response letter will be issued within 8 weeks of receipt. Upon receipt of the letter if You remain dissatisfied You may refer Your complaint to the Financial Ombudsman Service.

The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR
Telephone: 0800 0234567 (for landline users)
Telephone: 0300 1239123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You have six months from the date of the final response from Your Insurer to refer Your complaint(s) to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

ADDENDUM TO YOUR HENCILLA CANWORTH GI COMMERCIAL COMBINED TERMS AND CONDITIONS

FOR POLICIES INCEPTING AND RENEWING ON OR AFTER 01/08/2021

This document details changes made to the **HENCILLA CANWORTH GI COMMERCIAL COMBINED** Terms and Conditions; therefore, it is important that you read all of the information contained in this Addendum with your Policy Terms and Conditions

If you have any queries about the information included in this document please telephone **HENCILLA CANWORTH** on **02086865050** or email **HENCILLA CANWORTH GI** at **MAIL@HENCILLA.CO.UK**

THE TERMS AND CONDITIONS OF THE HENCILLA CANWORTH GI COMMERCIAL COMBINED POLICY ARE AS DETAILED BELOW, AND REPLACE THE DETAILS

PRINTED IN YOUR POLICY DOCUMENTATION. THE CHANGES TAKE EFFECT FROM 1ST OCTOBER 2021

Policy Exclusions	
Description	Policy Exclusions - addition of Electronic Risk Exclusion
	<p>The following Electronic Risk Exclusion is added</p> <p>Electronic Risk Exclusion</p> <p>1) Notwithstanding any provision to the contrary within this policy or any Endorsement thereto, this policy excludes all loss, Damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:</p> <p>a) loss of, alteration of, or Damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph 2)</p> <p>b) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data unless subject to the provisions of paragraph 3).</p> <p>2) Notwithstanding paragraph 1) above, and subject to all terms, Conditions and Exclusions of this policy or any Endorsement thereto, this policy covers Damage to Property insured under this policy and any consequential loss directly resulting therefrom where such Damage is directly occasioned by any of the Listed Perils as described below.</p> <p>3) Notwithstanding sub paragraph 1) b) above, in the event that hardware or the Data storage device of a Computer System insured under this policy sustains Damage caused by a Listed Peril –which results in Damage to or loss of Data stored on that hardware or the Data storage device, then the Damage to or loss of such Data shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost Data shall only be the costs of reproducing Data if such costs are indemnified under this policy . Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering or assembling such Data, but does not include the value of the Data to You or any other party even if such Data cannot be recreated, gathered or assembled.</p> <p>For the purposes of this Exclusion the following Definitions apply:</p> <p>Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.</p> <p>Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.</p> <p>Listed Peril means fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.</p>

Policy Exclusions	
Description	Policy Exclusions - Addition of Communicable Disease Exclusion
	The below Communicable Disease Exclusion is added

Communicable Disease Exclusion

Not applicable to Employers Liability Section, Public Liability Section and Products Liability Section if insured by this policy

- 1) Notwithstanding any provision to the contrary in this insurance, this insurance excludes coverage for any loss, Damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:
 - a) a Communicable Disease; or
 - b) the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

The above exclusion includes, without limitation to the scope of the foregoing:

1. any cost to clean up, detoxify, remove, monitor or test:
 - a) for a Communicable Disease; or
 - b) any Property insured hereunder that is affected by such Communicable Disease, and
 2. any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any Communicable Disease.
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- 2) However, paragraph 1) shall not apply to physical loss or destruction of, or Damage to, Property and any resulting consequential loss, to the extent that You establish that such physical loss, destruction or Damage was directly caused by:
 - a) Terrorism (as defined in this policy), or
 - b) a Listed Peril as described belowwhere specifically insured by this insurance.

All other terms, Conditions and Exclusions of the insurance remain the same.

For the purposes of this Exclusion the following Definitions apply:

Communicable Disease means any type of disease or illness which can be transmitted by means of any substance or agent from any organism to another organism where:

- 1) the substance or agent includes, but is not limited to, any pathogen, virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- 2) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas, or between organisms, and
- 3) the disease, illness, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property of any type.

Listed Peril means one of the following perils if specifically insured by this insurance:

Fire (howsoever caused); lightning; explosion; aircraft and aerial devices dropped from them; riot; civil commotion; strikers; damage caused by malicious persons; windstorm; rainstorm; hail; tornado; cyclone; typhoon; hurricane; earthquake; subterranean Fire, flood (howsoever caused); freeze; ice storm; weight of snow or ice; avalanche; meteorite or asteroid impact; landslip; landslide; mudslide; escape of water, oil or hydraulic fluid from any tank, apparatus or pipe; sprinkler leakage; impact by any road vehicle or animal; theft or attempted theft; mechanical or electrical breakdown; subsidence; heave; implosion; or collapse

Public Liability Subsection - Communicable Disease Limit of Liability in the aggregate	
Description	Public Liability Subsection - amendment to the Limit of Liability
Amended to	<p>Limit of Liability 1.2 is added as below</p> <p>1.2) the Limit of Liability under this Section for all damages payable in respect of all occurrences arising directly or indirectly from Communicable Disease during any one Period of Insurance and in the aggregate shall not exceed £1,000,000 inclusive of all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule</p> <p>The definition of Communicable Disease is</p> <ol style="list-style-type: none"> 1) Coronavirus being: <ol style="list-style-type: none"> a) any coronavirus; or b) any disease caused by any coronavirus; or c) any mutation or variation of any coronavirus or of any disease caused by any coronavirus. 2) Any other infectious disease in humans which has been determined or declared to: <ol style="list-style-type: none"> a) constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time); and/or b) an outbreak identified as a major health incident in the United Kingdom, for which a Scientific Advisory Group for Emergencies has been activated by the Cabinet Office Briefing Room.

Products Liability Subsection - Communicable Disease Limit of Liability in the aggregate	
Description	Public Liability Subsection - amendment to the Limit of Liability
Amended to	<p>Limit of Liability 1.2 is added as below</p> <p>1.2) the Limit of Liability under this Section for all damages payable in respect of all occurrences arising directly or indirectly from Communicable Disease during any one Period of Insurance and in the aggregate shall not exceed £1,000,000 inclusive of all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule</p> <p>The definition of Communicable Disease is</p> <ol style="list-style-type: none"> 1) Coronavirus being: <ol style="list-style-type: none"> a) any coronavirus; or b) any disease caused by any coronavirus; or c) any mutation or variation of any coronavirus or of any disease caused by any coronavirus. 2) Any other infectious disease in humans which has been determined or declared to: <ol style="list-style-type: none"> a) constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time); and/or b) an outbreak identified as a major health incident in the United Kingdom, for which a Scientific Advisory Group for Emergencies has been activated by the Cabinet Office Briefing Room.

END.