

Professional Indemnity Schedule

Policy number: EB761129
Policy wording reference: PIAO0816 - Miscellaneous Professions (Neg) Policy
Period of insurance: **From:** 14/02/2017 **To:** 13/02/2018
Both days inclusive at the mailing address of the **insured**

Contract Parties

Insurer: CNA Insurance Company Limited (company registered number 950) Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (firm reference number 202777)

Registered address: 13th Floor, 20 Fenchurch Street, London, EC3M 3BY.
Telephone: +44 (0)20 7743 6800 Facsimile: +44 (0)20 7743 6801

Insured: ADP GROUP LIMITED & Or Utiliscan

Mailing address: FIRING CLOSE FARM WICKWAR
WOTTON UNDER EDGE GU2 8PE

Claim notifications: The Claims Manager – Professional Indemnity
13th Floor, 20 Fenchurch Street, London, EC3M 3BY.
Email : claimsukfinanciallines@cnahardy.com

Insuring Clause - Limit of indemnity:	INSURED	GBP 1,000,000 In the Aggregate Excluding costs and expenses
Retroactive date:		None
Territory:		Worldwide ex USA and Canada
Third Party Claims Jurisdiction:		Worldwide ex USA and Canada
Date of Proposal:		23/11/2016

Excesses	
Excess:	GBP 2,500 Each & Every Claim Excluding costs and expenses

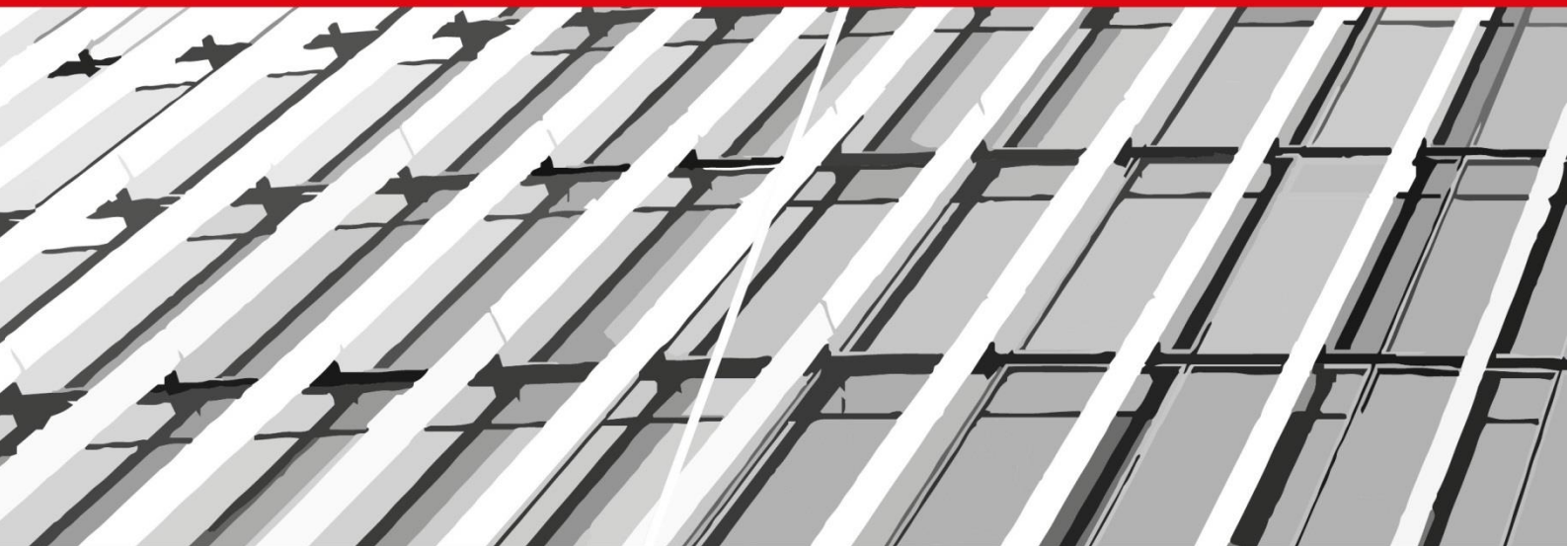
Payment Details	
Annual Policy Premium	GBP 4,850.00
IPT/tax	GBP 485.00
Total payable	GBP 5,335.00
Premium payment date(s):	16/03/2017

Signed on behalf of the **insurer**



Date: 24 January 2017

Miscellaneous Professions (Negligence) Policy



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OPERATIVE CLAUSE

In consideration of the **Insured** having paid to the **Insurer** the **Premium** in accordance with the 'Premium Payment' condition, and in reliance any information provided to the **Insurer** on behalf of the **Insured**, the **Insurer** agrees, subject to all Terms, Conditions and Exclusions of the **Policy**, to provide insurance in the manner and to the extent provided hereinafter:

PROVIDED THAT:

1. the liability of the **Insurer** shall not exceed the applicable limits as set out in the **Policy**, except where agreed by the **Insurer** in writing and incorporated into this **Policy**; and
2. the liability of each **Insurer** shall be several and not joint, and shall be limited to the proportion set against each insurer's name in the Schedule of Insurers; and
3. the **Insured** shall bear, for its own account, the amount specified in the Schedule as the **Deductible** or **Excess**, subject to any aggregate.

Signed on behalf of the **Insurer**

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

David Brosnan
Chief Executive Officer

DEFINITIONS

Except for headings, unless expressed to the contrary, words, terms and phrases that are printed in bold shall bear the meanings set out below.

Asbestos and Silica Risks

means:

4. the mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, silica, asbestos fibres, silica particles/dust or material containing asbestos or silica;
5. exposure to asbestos, silica, asbestos fibres, silica particles/dust or material containing asbestos or silica;
6. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, silica, asbestos fibres, silica particles/dust or structures or materials containing asbestos or silica.

Bodily Injury

means bodily or mental injury, death, illness or disease.

Circumstance

means any circumstances or state of affairs or event known to the **Insured**, or which ought reasonably to have been known, that may, when considered objectively, give rise to or result in a **Claim** which may be subject to indemnity under this **Policy**.

Claim

means:

7. a written or oral demand for, or an assertion of a right to, monetary damages or non-monetary relief;
8. a civil proceeding in a court of law or equity commenced by the service of a Letter of Claim or a Claim Form, or equivalent documentation;
9. any arbitration commenced by receipt of a written request, demand or invitation to arbitrate, or similar communication;
10. any notice of an intention to pursue any alternative dispute resolution process, whether such notice or process is pursuant to a written contract or not;
11. where the context so requires, a request by the **Insured** for indemnity under this **Policy**,

including, where applicable, any appeal therefrom.

Computer System

means any computer, data processing equipment, media or part thereof, or system of data storage and retrieval, or communications system, network, protocol or part thereof, or storage device, microchip integrated circuit, real-time clock system/similar device, or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode, or any electronic documents utilised in the ownership, security and management of the **Insured's** electronic communication system, world-wide web site, internet site, intranet site, extranet site, or web address.

Defence Costs and Expenses

means reasonable and necessary fees (including but not limited to lawyers' fees and experts' fees), charges, costs and expenses, consented to in writing in advance by the **Insurer** and incurred by the **Insured** or on the **Insured's** behalf, in the investigation, adjustment, defence or appeal of any **Circumstance** or **Claim** which may be the subject of indemnity under this **Policy**. **Defence Costs and Expenses** excludes any time costs and expenses, internal costs and expenses or personal costs and expenses of the **Insured**.

Documents

means documents of any kind, forms, deeds, wills, agreements, maps, plans, books, letters, policies and certificates, whether written, printed or reproduced by any method, including computer records and electronic material, but excluding stamps, bearer bonds or coupons, money or other negotiable instruments.

Employee

means any person, other than a partner, principal, member or director of the **Insured**, who is or was:

12. under a contract of service or apprenticeship with the **Insured**;
13. supplied to, hired or borrowed by the **Insured**;
14. under any work experience or similar scheme with the **Insured**,

while working for, or under the direct control of the **Insured** in connection with the **Professional Services**.

Excess

means the amount specified in the Schedule or elsewhere in this **Policy**, which is payable by the **Insured** and not covered under this **Policy**. This amount shall be borne by the **Insured** at their own risk and the **Insurers'** liability to indemnify the **Insured** shall only be in excess of this amount.

The Excess shall apply in respect of each and every:

1. **Claim and loss or series of Interrelated Claims**; or
2. Claimant,

as stated in the **Schedule**, unless the **Insurer** has agreed to an **Excess** cap, in which case the total number of **Excesses** payable during the **Period of Insurance** regardless of the number of **Claims**, losses, series of **Interrelated Claims** or Claimants, will also be specified in the **Schedule**.

For the avoidance of doubt, the **Excess** shall apply severally to each and every constituent **Claim** or loss that collectively forms part of a series of **Interrelated Claims** for the application of the **Limit of Indemnity** or any **Sub-Limit**.

Financially Associated Party

means:

1. any business controlled or managed by the **Insured** or in which the **Insured** has an executive interest;
 2. any company in which the **Insured** directly or indirectly owns or controls more than 20% of the issued share capital;
 3. any person with an executive or managerial role in the **Insured** or who would be deemed a shadow director of the **Insured**, as defined by section 251 Companies Act 2006;
 4. any company that directly or indirectly owns or controls any of the issued share capital of the **Insured**;
 5. any company whose issued share capital is directly or indirectly owned or controlled by any other company or person who directly or indirectly owns or controls any of the issued share capital of the **Insured**.
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Insured

means:

15. the person, practice, firm or company specified in the **Schedule**;
 16. any principal, partner, member or director of the practice, firm or company specified in the **Schedule** during the **Period of Insurance**;
 17. any former principal, partner, member or director of the practice, firm or company specified in the **Schedule**;
 18. in the event of death, bankruptcy or legal incompetence of any principal, partner, member or director of the practice, firm or company specified in the **Schedule**, the estate or personal representatives or trustees liquidator or trustee or assignee in bankruptcy of such person.
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Insurer

means the 'Insurer' stated in the Schedule or any other insurers identified in the 'Subscribing Insurers' in the Schedule..

Interrelated Claims

means, all **Claims** and associated losses resulting from:

19. the same act, error or omission;
20. a series of acts, errors or omissions arising out of or attributable to the same originating cause, source or event, whether or not occurring at the same time or location;
21. the acts, errors or omissions of one person or persons acting together or in which such person or persons is/are concerned or implicated.

For the avoidance of doubt, **Interrelated Claims** shall not apply to the application of any **Excess** due under this **Policy**.

Limit of Indemnity

means the amount specified in the **Schedule**.

If this is an Any One Claim Policy, as specified in the **Schedule**, the **Limit of Indemnity** shall be the maximum amount payable by the **Insurer** in respect of any one **Claim**, any one series of **Interrelated Claims** or any one loss regardless of the number of insured parties, persons or organisations bringing **Claims** or **Interrelated Claims** against the **Insured** or the number of requests for indemnity made by the **Insured**.

If this is an Aggregate Policy, as specified in the **Schedule**, the **Limit of Indemnity** shall be the maximum amount payable by the **Insurer** in respect of all **Claims**, **Interrelated Claims** and losses during the **Period of Insurance** regardless of any other factors.

Period of Insurance

means the period specified in the **Schedule** or such other period agreed by the **Insurer** in writing.

Policy

means:

22. this document;
 23. the **Schedule**;
 24. all schedules, notices, appendices, subjectivity notices and other documents agreed by the **Insurer** and the **Insured**, attaching from time to time;
 25. all endorsements and variations issued from time to time,
- all of which shall be read together and constitute the contract of insurance.
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Premium

means the amount specified in the **Schedule**.

Professional Services

means the professional services declared on any **Proposal** (including the giving of advice) undertaken by the **Insured**.

Proposal

means any signed proposal form, declaration or other relevant information provided to the **Insurer** by, or on behalf of, the **Insured**, in connection with the **Insurer's** underwriting of this insurance.

Retroactive Date

means the date specified as such in the **Schedule**.

Schedule

means the schedule attached to this document stating the variables and endorsements specific to this insurance, which may be reissued from time to time in which case each successor overrides the earlier document.

Sub Contractor

means any person or entity contracted to provide **Professional Services** to the **Insured** or a client of the **Insured** pursuant to a written agreement between the **Insured** and such person or entity.

Sub-Limit

means the amount specified in the **Schedule** or in this document relating to the relevant head of cover, and is the maximum amount payable by the **Insurer** in respect of all **Claims**, **Interrelated Claims** and losses during the **Period of Insurance** regardless of any other factors. The **Sub-Limit** is deemed to be part of and not in addition to the **Limit of Indemnity**.

Territory

means those countries or regions specified in the **Schedule**.

Terrorism

means any act including, but not limited to, the use of force or violence or the threat thereof, by any person or group of persons (whether acting alone or on behalf of or in connection with any organisation or government) committed for political, religious, ideological or similar purpose, including the intention to overthrow or influence any government, whether or not legally constituted, or to put the public or any section of the public in fear.

Virus

means unauthorised computer code that is designed and intended to transmit, infect and multiply itself over one or more networks, and cause:

26. computer code or programs to perform in an unintended manner; or
 27. the deletion or corruption of electronic data or software; or
 28. the disruption or suspension of a network.
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War

means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including **Terrorism**.

INSURING CLAUSE

The **Insurer** shall indemnify the **Insured** up to the **Limit of Indemnity**, for the **Insured's** liability for compensatory damages, claimant's legal costs and expenses and **Defence Costs and Expenses** in respect of:

29. any liability caused by negligence, not more specifically referred to in this Insuring Clause;
30. any libel or slander committed without malicious intent, notwithstanding the 'Fraud and Intentional Acts' Exclusion; arising out of any negligent act, negligent error or negligent omission committed by the **Insured**, any **Sub Contractor** or any **Employee** (whilst acting in accordance with the terms of their contract with the **Insured**), in the course of the **Professional Services** and within the **Territory**, which gives rise to a **Claim**, first made against the **Insured** during the **Period of Insurance** and notified in accordance with the relevant terms and conditions of the **Policy**.

EXTENSIONS

Damage to Documents

Notwithstanding the 'Property Damage' Exclusion, the **Insurer** shall indemnify the **Insured** up to the **Limit of Indemnity**, in respect of any negligent act, negligent error or negligent omission, which gives rise to liability to pay costs and expenses for the replacement or restoration of any third party **Documents**, which are lost or damaged while in the care and custody of the **Insured** in the course of the **Professional Services**, and which after diligent search cannot be recovered, resulting in a **Claim** first made against the **Insured** during the **Period of Insurance** and notified in accordance with the relevant terms and conditions of the **Policy**, provided that:

31. no such costs and expenses are incurred by the **Insured** without the **Insurer's** prior written consent, and must be supported by invoices and/or accounts to the **Insurer's** satisfaction;
32. there shall be no indemnity in respect of any **Documents** kept in magnetic or electronic form unless such **Documents** are duplicated and stored at separate premises as a backup.

The **Excess** applicable to each and every **Claim** indemnified under this Clause is GBP1,000 (one thousand).

EXCLUSIONS

This **Policy** excludes and the **Insurer** shall not be liable to the **Insured** in respect of any **Claim, Circumstance**, loss, damage, liability, **Defence Costs and Expenses**, cost or expense based on, arising out of or in any way connected to:

Agreement to Finance and Insure

any actual or alleged:

33. agreement or failure to obtain or maintain finance; or
34. agreement or failure to obtain or maintain insurance; or
35. over-charging of fees or commission.

Aircraft, Watercraft, Vehicles and Property

any ownership, possession or use by or on behalf of the **Insured** of any land, buildings, aircraft, watercraft, vessel or mechanically propelled vehicle, including any goods or property that are leased or rented by or on behalf of the **Insured**, or any property of the **Insured** or in which the **Insured** has an interest.

Asbestos and Silica

any **Asbestos and Silica Risks**.

Bankruptcy and Insolvency

any bankruptcy, insolvency, receivership, administration, liquidation or other financial failure of the **Insured**.

Bodily Injury

36. **Bodily Injury** suffered by anyone other than an **Employee**, except where the **Insured** breaches its duty of care in the course of the **Professional Services** within the **Territory**;
37. **Bodily Injury** suffered by any **Employee** arising out of or in the course of employment by or on behalf of the **Insured**.

Claims by Insured

any **Financially Associated Party**, except for the purposes of:

1. 'Dishonesty of Employees, Part 1. and 5.>'; and
2. where the **Claim** or **Circumstance** emanates from an independent third party.

Computer System Virus, Software and Data

any **Computer System Virus** or malicious or otherwise inappropriate software or e-mail.

Contractual Liability

any liability incurred by the **Insured** pursuant to provisions in a contract or other agreement which:

1. guarantee or warrant a particular outcome beyond the scope of any duty that would otherwise be implied by common law or statute; or
2. comprise a penalty clause or a liquidated damages clause or an additional damages clause of any kind; or
3. provide for a level of service or produce a result beyond the scope of any duty that would otherwise be implied by common law or statute; or
4. impose any other liability wider than the liability the **Insured** would have at law in the absence of such contract or other agreement.

Conversion, Commingling or Misuse of Funds

any conversion, commingling or misuse of funds or any form of money.

Criminal Acts

any act or omission which a judge, jury or other official tribunal or panel finds, or which the **Insured** admits, to be criminal.

Disciplinary and Regulatory Investigations, Proceedings, Fines, Taxes and Prosecution Costs

any:

1. disciplinary or regulatory investigations or proceedings; or
2. prosecution costs; or
3. fines, penalties, punitive, exemplary, aggravated or liquidated damages, where such damages have been identified separately within any award of a court, or the multiple portion of any multiplied damages, additional damages under s97(2) Copyright, Designs and Patents Act 1988 and any other restitutionary or non-compensatory damages;
4. return, restitution, reduction, compromise, disgorgement or refund of commissions, fees, charges or other remuneration; or
5. non-monetary orientated proceedings, declaratory or injunctive relief; or
6. taxes or debts; or
7. any matters or amounts that may be deemed uninsurable under the law governing this **Policy** or the jurisdiction in which a **Claim** is brought.

Financial Advice

any investment of or direct advice upon the investment of client funds or sale of investment products, the sale or purchase of or dealing in any stocks shares or securities or the misuse of any information relating to them, or any other activities regulated by the Financial Services and Markets Act 2000.

Fraud and Intentional Acts

any actual or alleged:

38. dishonesty, fraud, illegal or malicious act or omission; or
 39. reckless disregard or wilful or intentional act or breach of any statute, regulation, contract, duty, intellectual property right or obligation of confidentiality; or
 40. libel or slander,
- by, condoned by or ignored by, any director, officer, principal, member, partner of the **Insured** or any **Employee**.
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Illegal Profit

any gaining of any profit or advantage to which the **Insured** was not legally entitled, whether or not it retains such profit or advantage.

Joint Ventures

any association with others while acting in partnership, consortium or joint venture, except:

41. where the **Claim** emanates solely from a third party unconnected with said consortium or joint venture; and
 42. the act, error or omission giving rise to such **Claim** is committed or omitted in the course of **Professional Services** within the **Territory**, which **Professional Services** are provided as part of the **Insured's** contribution, obligation, share or input into such partnership, consortium or joint venture.
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Money Laundering

any behaviour constituting money laundering (as defined under any statute, law, regulation, international treaty or international convention regarding the movement of illicit cash or assets representing illicit monies).

Nuclear

any:

43. nuclear material, nuclear reaction, nuclear radiation or radioactive contamination; or
 44. products or services, which include, involve or relate in any way to anything referred to in 1. or the storage, handling or disposal of anything referred to in 1.; or
 45. operations carried out on any site or premises in which anything in 1. or 2. is located.
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Obligations to Employees

anyone's employment with or work for the **Insured**, or any breach of any obligation owed by the **Insured** as an employer to any **Employee** or prospective **Employee**, including but not limited to any employment related libel, slander, humiliation, harassment, discrimination or similar, bullying, defamation, wrongful, unfair or constructive dismissal, repudiation, breach, termination or amendment of any contract of employment.

Pensions, Benefit Schemes and Trust Funds

any operation or administration of any pension, employee benefit scheme or trust fund.

Pollution

any pollution, seepage, discharge or contamination whatsoever, including noise, electromagnetic fields and radio waves, or any costs incurred in removing, cleaning-up or nullifying any actual or alleged pollution, seepage, discharge or contamination.

Prior Knowledge

any:

46. **Claim** made, commenced or threatened against the **Insured** prior to the inception of this **Policy**; or
 47. **Circumstance** known to, or which ought reasonably to have been known to the **Insured** prior to the inception of this **Policy**; or
 48. **Claim** or **Circumstance** notified, or which ought reasonably to have been notified under any other insurance prior to the inception of this **Policy**; or
 49. **Claim** or **Circumstance** which ought reasonably to have been notified to the **Insurer** in the **Proposal**.
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Products

any manufacture, construction, alteration, repair, servicing, installation, maintenance, recall, fabrication, distillation or treating of any goods or products sold, supplied or distributed by or on behalf of the **Insured**, even though such activities might be carried on by the **Insured** in conjunction with the activities declared in the **Proposal**.

Property Damage

the loss, damage, destruction or loss of use of any property whatsoever except where the **Insured** breaches its duty of care in the course of the **Professional Services** within the **Territory**.

Restricted Recovery Rights

any loss or part thereof where the **Insured's** right of recovery is restricted by any contract.

Retroactive Date

any act, error or omission actually or allegedly committed or omitted prior to the **Retroactive Date**.

Sanctions

any trade or activity which is subject to any applicable economic, political or trade sanction, prohibition or restriction. The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose the **Insurer** to any applicable economic, political or trade sanction, prohibition or restriction. The **Insurer** is obligated to comply with all applicable United Nations, European Union and US (including those imposed by the Office of Foreign Asset Control) financial restrictions, measures and sanctions, which shall all form part of this clause.

Status as a Director, Officer, Member, Secretary or Trustee

any duty, capacity, performance or non-performance as a director, officer, secretary, member or trustee.

Supply of Personnel

any liability incurred by any personnel supplied by the **Insured** to any client, except where the **Insured** breaches its duty of care to such client in the course of the **Professional Services** within the **Territory**.

Taxation, Competition, Restraint of Trade

any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.

Territorial Limits

any **Professional Services** or other services undertaken, performed or situated outside of the **Territory**, and the **Insurer** shall not be liable in respect of any **Claim**:

50. brought outside the jurisdiction of the **Territory**; or
51. brought within the jurisdiction of the **Territory** to enforce any judgment or award made outside the jurisdiction of the **Territory**.

Trading and Investment Losses

any:

52. trading loss or trading liability including those arising from the loss of any client, account or business of the **Insured**; or
53. guarantee or undertaking given by the **Insured** for any debt or performance or any other obligation by a third party; or
54. depreciation, failure to appreciate or loss of any investments or property for such investment purposes when such depreciation, failure to appreciate or loss is a result of normal fluctuations in financial, stock, commodity or other markets which are outside the control or influence of the **Insured**.

War and Terrorism

55. **War**; or
56. **Terrorism**, regardless of any other cause or event contributing concurrently, or in any other sequence to the **Claim, Circumstance, loss, damage, liability, Defence Costs and Expenses**, cost or expense.

Additionally, this **Policy** excludes and the **Insurer** shall not be liable to the **Insured** in respect of any **Claim, Circumstance, loss, damage, liability, Defence Costs and Expenses**, cost or expense based on, arising out of or in any way connected to any action taken in controlling, preventing or suppressing any act of **Terrorism**.

If the **Insurer** alleges that by reason of this Exclusion any **Claim, Circumstance, loss, liability, Defence Costs and Expenses**, cost or expense is not covered under this **Policy**, the burden of proving the contrary shall be upon the **Insured**.

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

CLAIMS CONDITIONS

In respect of any claim under this **Policy**, the **Insured** must comply with the following Conditions, as applicable.

Notice of Claims

The **Insured** shall, as a condition precedent to any right to indemnity or payment under this **Policy**, give written notice to the **Insurer** at the e-mail address stated in the **Schedule**, within 30 days, and in any event within the **Period of Insurance**, of any **Claim** of which it first becomes aware during the **Period of Insurance**, unless the **Claim** is made within the last 15 days of the **Period of Insurance**, in which case such notice must be given not later than a maximum of 15 days after the end of the **Period of Insurance**.

Notice of Circumstances

The **Insured** shall, as a condition to any right to indemnity or payment under this **Policy**, give written notice and a copy of the **Policy** and **Schedule** to the **Insurer** at the e-mail address stated in the **Schedule**, as soon as reasonably practicable of any **Circumstances**, including the discovery of any fraud or dishonesty by any **Employee** or **Insured** or any reasonable cause for suspicion of any fraud or dishonesty by any **Employee** or **Insured**, of which it first becomes aware during the **Period of Insurance**, unless the **Insured** becomes aware of the **Circumstances** or discovers or suspects the fraud or dishonesty within the last 15 days of the **Period of Insurance**, in which case notice must be given not later than a maximum of 15 days after the end of the **Period of Insurance**. To be valid such notice must include details of the:

57. **Circumstances**, actual or suspected fraud or dishonesty and any allegations anticipated as the basis of the potential **Claim**;
58. identity of the individual allegedly responsible for such specific **Circumstances**, actual or suspected fraud or dishonesty;
59. consequences which have resulted or may result from the **Circumstances** or actual or suspected fraud or dishonesty;
60. circumstances by which the **Insured** first became aware of the **Circumstances** or actual or suspected fraud or dishonesty.

If such notice is given and the **Insurer** accepts it as a proper notification, any **Claim** otherwise covered under this **Policy**, which is subsequently made and which arises out of the **Circumstances**, or actual or suspected fraud or dishonesty, shall be deemed to have been first made against the **Insured** and reported to the **Insurer** by the **Insured** at the time such written notice was received by the **Insurer**.

Provision of Information

The **Insured** shall:

61. provide to the **Insurer** as soon as reasonably practicable, all such information, assistance, proofs and documents reasonably requested by the **Insurer**;
 62. provide to the **Insurer** every writ, claim form or summons immediately on receipt;
 63. keep the **Insurer** fully advised of any developments concerning any matter notified under this **Policy**.
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Co-operation

The **Insured** shall co-operate fully with the **Insurer** and its appointed representatives in the investigation, defence and settlement of any matter notified under this **Policy**.

No Settlement or Admission of Liability

The **Insured** shall not admit or assume any liability, consent to any judgment, agree to any settlement or make any settlement offer without the **Insurer's** prior written consent.

Defence of Claims

Except as provided otherwise by this Condition, the **Insured** and not the **Insurer** has the duty to defend **Claims**. The **Insurer** shall, however, be entitled to effectively associate in or at the **Insurer's** discretion take over in the name of the **Insured**, the defence, negotiation or settlement of any **Claim** or **Circumstance** that involves or appears reasonably likely to involve the **Insurer** providing any indemnity under this **Policy**.

In the event that a dispute arises between the **Insurer** and the **Insured** regarding whether or not to contest any legal proceedings, neither the **Insurer** nor the **Insured** shall be required to contest any legal proceedings unless a senior litigation Partner in a law firm, or Senior Counsel that is agreed by the **Insured** and the **Insurer**, or in default of such agreement is appointed by the local Bar Council or equivalent professional association that represents barristers' profession, shall advise that there are reasonable prospects of success on a cost effective basis of contesting such legal proceedings. The **Insurer** and the **Insured** shall bear the costs of the senior litigation Partner or Senior Counsel equally.

Disposal of Claims

The **Insurer** has the right, at any time, to pay the applicable **Sub-Limit** or **Limit of Indemnity**, or any lesser amount for which a **Claim** can be settled (less any sum already paid and any **Excess**) and shall then be entitled to relinquish the control and conduct of such **Claim**. In such circumstances, the **Insurer** shall be under no further liability except, where applicable, for its share of any **Defence Costs and Expenses** incurred prior to the date of payment and with the **Insurer's** prior written consent.

GENERAL CONDITIONS

The following General Conditions apply in addition to the Claims Conditions.

Assignment

Assignment or transfer of this **Policy** or of any of the rights of the **Insured**, shall not be valid without the prior written consent of the **Insurer**.

Cancellation

The **Insurer** may cancel this **Policy** by giving the **Insured** written notice, stating when, not less than 30 days thereafter, such cancellation shall be effective. The **Insurer** shall then return premium to the **Insured** on a pro rata basis.

The **Insured** may cancel this **Policy** by giving the **Insurer** written notice, stating when, not less than 30 days thereafter, such cancellation shall be effective. The **Insurer** shall return premium to the **Insured** on a pro rata basis less an administration fee of one twelfth of the total **Premium** which would have been payable but for such cancellation.

This **Policy** shall be cancelled and terminate immediately upon the **Insured** entering into, applying for or calling meetings of members or creditors in relation to any proposed moratorium, administration, liquidation, or composition, arrangement with creditors, or having any of its property subjected to any appointment of a receiver, enforcement of security, distress or execution of a judgment or equivalent in another jurisdiction. The **Insurer** shall then return premium to the **Insured** on a pro rata basis.

Choice of Law

This **Policy** shall be governed by, and construed solely in accordance with, the laws of England and Wales.

Conditions Precedent

Any condition of this **Policy** not expressly stated to be a condition precedent will be a condition.

Defence Costs and Expenses

The **Limit of Indemnity** or **Sub-Limit** may be inclusive or exclusive of **Defence Costs and Expenses** as specified in the **Schedule**. If the **Limit of Indemnity** or **Sub-Limit** is exclusive of **Defence Costs and Expenses** and a payment greater than the **Limit of Indemnity** or **Sub-Limit** has to be made for a **Claim**, the **Insurer's** liability for **Defence Costs and Expenses** will be limited to the same proportion that the **Limit of Indemnity** or **Sub-Limit** bears to the amount paid.

Dispute Resolution

The **Insured** and the **Insurer** agree that, except where stated otherwise, any dispute arising out of, or in connection with, this **Policy**, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause.

1. The number of arbitrators shall be one.
2. The seat, or legal place, of arbitration shall be England.
3. The language to be used in the arbitral proceedings shall be English.

Subject always to this agreement, any and all disputes surrounding the obligation to arbitrate or the enforcement, dispute or challenge of any award shall be subject to the law of England and Wales and to the exclusive jurisdiction of the courts of England and Wales.

Excess

The **Excess** shall be paid by the **Insured**. Where any expenditure which forms part of the **Excess** is paid or incurred by the **Insurer** on behalf of the **Insured**, such amount shall be reimbursed to the **Insurer** by the **Insured** on request.

Fraud

If any benefit is obtained or attempted to be obtained under this **Policy** by way of any fraudulent means or devices by the **Insured**, or anyone acting on the **Insured's** behalf, then in accordance with the Insurance Act 2015 or other legislation the **Insurer** shall not be liable to pay the **Claim** and may terminate the **Policy** with effect from the time of the fraudulent act, retaining any premiums paid.

However, treating a contract as having been terminated does not affect the rights and obligations of the **Insured** or the **Insurer** with respect to a relevant event (for example, the occurrence of a loss, the making of a claim, or the notification of a potential claim) occurring before the time of the fraudulent act.

Insurance Act 2015

In accordance with the Insurance Act 2015, the **Insured** shall ensure that the information provided by or on behalf of the **Insured** in connection with this insurance (whether at inception or otherwise) is presented in a clear and accessible manner and shall be materially accurate and not omit any material information which is known by the **Insured** or likely to be of relevance to the **Insurer** in accepting the insurance and setting the terms and conditions of this **Policy**.

This may include but not be limited to any knowledge or information:

1. available to, held, known or ought reasonably to have been known by any of the **Insured's** senior management or equivalent, the **Insured's** broker, the **Insured's** risk manager and any individual responsible for this insurance; or
2. which would have been revealed following a reasonable enquiry.

The remedies available to the **Insurer** under the Insurance Act 2015 include:

- a) changing or adding terms and conditions to the **Policy** which may take effect from inception;
- b) the reduction in the amount paid for a **Claim**; or

- c) where the **Insurer** would not have insured the risk; treat the **Policy** as if it never existed, returning any premium received; or
- d) deliberate or reckless acts may cause the **Policy** to be treated as if it never existed.

Notices to the Insured

Any notices to the **Insured** under this **Policy** shall be provided to the **Insured** at the address shown in the **Schedule**. If properly posted to the **Insured** at such address, the date of posting shall constitute the date such notice was given.

Other Insurance

This **Policy** shall only apply excess of any indemnity available to the **Insured** from any other source and any more specific insurance purchased by the **Insured**, except where such other insurance is excess insurance designed to insure losses that exceed the **Limit of Indemnity** or applicable **Sub-Limit**. Therefore, where there is other indemnity or other valid and collectible insurance or other indemnity, the **Insured** must first claim under that other indemnity or insurance and not under this **Policy**.

Partially Covered Claims

If any matter notified by the **Insured** is only partially covered under this **Policy**, any amounts relating to the non-covered elements will be deducted from any payment made by the **Insurer**. In the event that a dispute arises between the **Insurer** and the **Insured** as to what represents a fair allocation of covered and non-covered parts of any claim, the matter shall be resolved in accordance with the Dispute Resolution provisions, contained in this **Policy**.

Policy Interpretation

In this **Policy**, unless the context otherwise requires:

1. headings are descriptive and for convenience only, and are not intended to aid the interpretation of this **Policy**;
2. singular includes plural and vice versa;
3. the male includes female and neutral genders;
4. references to a person, shall where applicable include a body corporate;
5. all references to legislation shall include the equivalent legislation applying in the country of domicile of the **Insured** unless expressly stated otherwise, and any legislation that amends, extends, consolidates or replaces the same in any jurisdiction;
6. references to positions, offices or titles shall include their equivalents in any jurisdiction.

With the exception of headings, words in bold type face in this **Policy** have been defined in the Definitions section of this **Policy** and should be read with the meaning defined in that section.

No amendment of this **Policy** shall be valid and binding on the **Insurer** unless agreed in writing.

Premium Payment

It is a condition to the **Insurer's** liability under this **Policy** that the premium shall be paid in full by the **Insured** to the **Insurer**:

1. in accordance with the settlement due date; or
2. no later than 90 (ninety) calendar days of the commencement of the **Period of Insurance**; or
3. in respect of any additional or installment premium, within 90 (ninety) days of it falling due, whichever is the earliest.

If any premium (including any installment premium) is not paid and accepted by the **Insurer** by the settlement due date shown in the **Schedule** the **Insurer** shall provide written notice to the **Insured** in accordance with the 'Cancellation' clause.

Several Liability

If more than one insurer subscribes to this **Policy**, the obligations of the **Insurers** under this **Policy** are several and not joint, and are limited solely to the extent of their individual subscriptions. The subscribing insurer shall not be responsible for the subscription of any co-subscribing insurer which, for any reason, fails to comply with its duties hereunder.

Subrogation

The **Insured** shall, at the request and expense of the **Insurer**, do, and concur in doing, and permit to be done, all such acts and things as may be reasonably required by the **Insurer** for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from any other party, whether such acts and things shall be or become necessary or required before or after the **Insured's** indemnification by the **Insurer**, and the **Insured** shall do nothing following any loss to prejudice any such rights. The **Insurer** agrees that no right of recovery shall be exercised against any **Employee** unless the **Claim** has been brought about or contributed to by any dishonest, malicious, fraudulent or criminal act of such **Employee**.

Third Party Rights

Unless expressly stated, nothing in this **Policy** is intended to confer a directly enforceable benefit on any third party whether or not an interest of such third party is noted in the **Schedule**, under the Contracts (Rights of Third Parties) Act 1999, or any other equivalent legislation, or otherwise. Subject to the other provisions of this **Policy**, the person, practice, firm or company specified in the **Schedule** and the **Insurer** shall be entitled to amend, lapse or cancel this insurance without the consent of any third party whether or not an interest of such third party is noted in the **Schedule**. In the event of proceedings by any third party against the **Insurer** for the enforcement of a term of this **Policy**, the **Insurer** shall be entitled to rely on any matter which would have been available to it if such proceedings had been brought by the **Insured**.

DATA PROTECTION NOTICE

The **Insurer** shall process Personal Data that it obtains in connection with this **Policy** in accordance with its Privacy Policy, or where applicable, the Privacy Policy of its local branch operations in Europe (available at www.cnahardy.com) and as summarised herein.

The term "Personal Data" refers to personally identifiable information about an individual, such as their name, job description, health related data, birthday, email address or mailing address. The **Insurer** may process Personal Data in order to arrange the **Insured's** insurance cover (including renewals and Claims), to comply with a legal requirement, to administer accounts, to provide customer service, to perform credit checks, to engage in fraud prevention and market our products and services.

In order to arrange the **Insured's** insurance cover, or process any **Claims**, the **Insurer** may disclose Personal Data to other companies within its Group, its insurance partners, underwriters, loss adjusters and other third parties who act for the **Insurer** for further processing. In some instances, it may be necessary to transfer Personal Data between the **Insurer's** European and international offices. This may include Personal Data being disclosed to legal or regulatory bodies in order to comply with diverse legal regulations, including those imposed on the **Insurer's** parent company based in the United States. The **Insurer** shall endeavour to ensure that any such data processed or disclosed is appropriately protected by technical and operational security measures and contractual measures where necessary.

The **Insurer** shall also use contact details to keep the **Insured** informed by post, telephone or e-mail of our additional products or services and developments in the insurance sector generally which may be of interest to the **Insured**. Please note that the **Insurer** may continue to use these contact details for these purposes after the **Insured's Policy** has lapsed. If the **Insured**, or any of its contact persons, do NOT wish to be contacted for marketing purposes as set out above, please e-mail or write to us at the addresses stated in the Schedule.

With certain exceptions, and on payment of a small fee, the **Insurer** shall disclose Personal Data to the individuals about whom the **Insurer** maintains such data. The **Insurer** shall also correct, amend or delete any inaccurate data and the **Insured** or any individual data subjects may inform the **Insurer** of any such changes by contacting the **Insurer** at the address stated in the Schedule. The **Insurer** shall only keep Personal Data for as long as reasonably necessary for the purposes for which it was collected or to comply with any legal, ethical or document retention requirements.

Where the **Insured** provides the **Insurer** with Personal Data about its directors, officers, employees, or other individuals, the **Insured** confirms that it has provided such individuals with the Insurer's Privacy Policy, and if necessary, has obtained all necessary consents to the processing of their Personal Data as set out above and further described in the **Insurer's** applicable Privacy Policy at www.cnahardy.com.

Questions about the **Insurer's** data protection practices should be directed to the **Insurer** at the details set in the Schedule to this **Policy**.

- to unsubscribe or amend your Personal Data, contact: marketing@cnahardy.com, or
- to request deletion, a copy of Personal Data, or for any other individual data subject queries, contact: privacy@cnahardy.com.

COMPLAINT PROCEDURE

It is our intention to provide you with a first class service. However, there may be occasions when you feel that this objective has not been achieved. Please direct any enquiry or complaint as follows:

1. If you have a complaint about the service you have received from your insurance advisor, please contact them directly.
2. If you have a complaint relating to a Claim handled by CNA Insurance Company Limited, or a Claim handling agent appointed by CNA Insurance Company Limited, please contact The Claim Director at the 'Claims notification' address set out in the Schedule to the Policy.
3. If you have a complaint relating to a Claim handled by Hardy (Underwriting Agencies) Limited, or a Claim handling agent appointed by Hardy (Underwriting Agencies) Limited, please contact The Claim Director at the 'Claims notification' address set out in the Schedule to the Policy or write to Complaints, Lloyd's Market Services, One Lime Street, London EC3M 7HA. Tel: 020 7327 5693; Fax: 020 7327 5225; E-mail: complaints@Lloyds.com.
4. If you have a complaint about any other aspect of the service you have received from CNA Insurance Company Limited or Hardy (Underwriting Agencies) Limited please contact the Head of Legal & Compliance Services at the '**Insurer's** address' set out in the Schedule to the **Policy**.

Please provide the following information with your complaint:

1. Your Policy number and / or Claim reference number (if applicable);
2. Your full name, address and telephone number;
3. Details of any previous correspondence relating to the matter;
4. The name of any claims handling organisation with whom you have been dealing, and their reference number (if applicable); and
5. State the nature and provide full details of your complaint.

You shall receive an acknowledgement within 5 (five) working days of receipt of your complaint, together with a detailed timetable of the actions we shall take to investigate / handle your complaint. In the event the matter is still not resolved to your satisfaction and you wish to pursue matters further, you may be able to refer the matter to The Financial Ombudsman Service (FOS).

The FOS shall become involved if you are an eligible complainant, as defined by the rules of the Financial Conduct Authority.

Eligible complainants are a:

1. private policyholder, or
2. micro enterprise, (that is an enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed EUR 2 million), or
3. charity with a turnover of less than GBP 1 million, or
4. trustee of a trust with an asset value of less than GBP 1 million.

The FOS shall only consider a complaint if the **Insured** is an eligible complainant and if:

1. the **Insurer** has been given an opportunity to deal with the matter; and
2. the **Insurer** has sent you a final response letter and you have referred your complaint to the FOS within 6 (six) months of the **Insurer's** final response letter, or
3. the **Insurer** has not responded to your complaint with a decision within eight (8) weeks.

The existence of this Complaint Procedure does not affect any right of legal action you may have against the **Insurer**.

Financial Ombudsman Service Contact Details:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

Telephone: 0800 023 4567 (from a fixed line)
0300 123 9 123 (from a mobile telephone)
+44 20 7964 0500 (from outside of the UK)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

CNA Insurance Company Limited and Hardy (Underwriting Agencies) Limited are covered by the Financial Services Compensation Scheme. The **Insured** may be entitled to compensation from the Scheme if the **Insurer** is unable to meet its obligations under this contract.

Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or from their website (www.fscs.org.uk).



CNA Insurance Company Limited (company registration number 950) and Hardy (Underwriting Agencies) Limited (company registration number 1264271) are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (firm reference number 202777 and 204843 respectively). CNA Services (UK) Limited (registered number 8836589). 'CNAHardy' is a trading name of CNA Insurance Company Limited and/or Hardy (Underwriting Agencies) Limited.

The above companies are all registered in England with their registered office at 20 Fenchurch Street, London, EC3M 3BY.
Switchboard: +44 (0)20 7743 6800 Facsimile: +44 (0)20 7743 6801 VAT registration number 667557779.