

# British Pet Insurance

Services



## Your Policy Wording for your Professional Insurance

**This booklet contains your Policy Terms and Conditions.**

Please read in conjunction with your Certificate of Insurance and Product Information Document (IPID) to understand the cover for your pet.

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# Professionals Policy

Underwritten by U K Insurance Limited. We will provide the insurance described in this Policy, which consists of individual Sections (subject to the terms, definitions, conditions, clauses and exclusions) for the Period of Insurance. The Policy should be read in conjunction with the Schedule, which confirms the Sections You are covered for.

Your Policy is sold and administered by Petcover EU Limited trading as British Pet Insurance Services.

# How to Use Your Policy

## Your Policy

Your Policy contains details of the extent of cover available to You, what is excluded from the cover and the conditions on which the Policy is issued.

We wish to provide You with a good standard of service. To help Us achieve this, it is important that You read this Policy carefully. If it does not meet Your requirements, or You have any comment or query about the Policy, please contact Us through Your insurance adviser or at the office which issued Your Policy.

## Your Schedule

Your Schedule provides details of the insurance protection provided, the Sections of the Policy which are operative and the levels of cover You have.

Please examine Your Schedule to ensure it meets Your requirements.

## Making a Claim

To make a claim, first read the Policy and Schedule, and check that You are covered.

For all claims, please contact Petcover EU Limited trading as British Pet Insurance Services on **01444 708840**.

Petcover EU Limited trading as British Pet Insurance Services will assist and direct you on the relevant action to take.

Please follow the instructions under Claims Conditions 2 – Action by You for all claims other than for Professional Indemnity claims.

For Professional Indemnity claims, follow the instructions under the Notification and Claims Conditions of that Section.

You should let Us have as much information as soon as possible to help Us deal with Your claim promptly and fairly.

If You are dissatisfied with the way in which a claim or any other matter has been dealt with, please refer to Important Information at the back of this policy booklet.

# General Definitions

These definitions apply to this Policy. In addition other more specific definitions apply under some of the Policy Sections and are stated in those Policy Sections.

Any word or expression to which a particular meaning has been given in the General Definitions in this Policy or in the Definitions within the Sections of this Policy will have that meaning wherever it appears when commencing with a capital letter in this Policy or the relevant Section respectively.

## Bodily Injury

Bodily Injury which includes death, disease or illness

## Business

The 'Business' as shown in the Schedule and no other for the purposes of this Policy.

## Craft

Any vessel or craft made or intended to float on or in or travel through water air or space.

## Damage

Accidental loss, destruction or damage.

## Employee

Any person while working for You in connection with the Business who is

- a under a contract of service or apprenticeship with You
- b a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You
- c a labour master or person supplied by him
- d a person engaged by a labour only sub-contractor
- e a self-employed person performing work under a similar degree of control and direction by You as a person under a contract of service or apprenticeship with You
- f a driver or operator of hired-in plant
- g a trainee or person undergoing work experience
- h a voluntary helper.

## Excess

The first amount of each and every claim for which You will be responsible as shown in the Schedule.

## Period of Insurance

- a The period beginning with the Effective Date and ending with the Expiry Date (both stated in the New Business Schedule or latest effective Renewal Schedule as applicable); and
  - b any subsequent period;
- for which You will pay and We will agree to accept Your premium.

## Policy

This policy including the Sections and Schedule, all of which should be read together as one contract

## Property

Material property.

## Schedule

The schedule applicable to the Policy.

## We/Us/Our

U K Insurance Limited may contact you to underwrite any part of this Policy.

## You/Your

The person, persons, Limited Liability Partnerships or Limited or Public Limited Company, shown as the Insured Name in the Schedule and, in respect of Section 3: Employers Liability, the Policyholder stated upon the Certificate of Employers Liability Insurance.

The General Definition of You/Your will not apply to the Professional Indemnity Section.

# General Conditions

**These Conditions apply to this Policy. You must comply with these Conditions. Where additional Conditions apply to a specific Section of this Policy, they are stated under that Section.**

## 1 Observance of Conditions

Your due observance and fulfilment of the terms and conditions of this Policy will be conditions precedent to Our liability to make any payment under this Policy.

## 2 Fair Presentation of the Risk

**a** You have a duty to make to Us a fair presentation of the risk before:

- i** the inception of this Policy;
- ii** an alteration made to this Policy, concerning changes in the risk which are relevant to the proposed alteration; and
- iii** the renewal of this Policy; and

**b** In the event of a breach of such duty, if the breach is:

- i** deliberate or reckless, We may:
  - a** in relation to an alteration made to this Policy, (despite the references to notice period and the refunding of premiums in General Condition 5 b) by notice to You at Your last known address treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
  - b** in relation to inception or renewal of this Policy, avoid this Policy and refuse all claims and retain any premiums paid;
- ii** neither deliberate nor reckless and We would not have:
  - a** in relation to an alteration made to this Policy, agreed to the alteration on any terms, We may treat this Policy as if the alteration was never made, but in that event We:
    - i** will return any extra premium paid; or
    - ii** may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration. We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or

**b** entered into this Policy on any terms, We may avoid this Policy and refuse all claims but will return any premiums paid; or

**iii** neither deliberate nor reckless and We:

**a** would have entered into this Policy or agreed to the alteration made to this Policy, but on different terms (other than terms relating to the premium), this Policy or the alteration (as applicable) will be treated as if it had been entered into on those different terms if We require; and

**b** In respect of an alteration made to this Policy:

**i** would have agreed to the alteration, but would have charged an increased premium by more than We did or (in the case of an unchanged premium) would have increased the premium, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the premium that We would have charged;

**ii** (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and We would have increased the premium, would not have reduced the premium, or would have reduced it by less than We did, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the original premium if We would not have changed it, and otherwise the increased or (as the case may be) reduced total premium We would have charged.

**c** would have entered into this Policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, We may reduce proportionately the amount to be paid on a claim.

We will pay on such claim a percentage of what We would otherwise have been liable to pay (making provision for any different terms referred to in item **b iii a** above), based on the premium actually charged compared to the higher premium.

- c** We will be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by Us), in relation to a breach of the duty to make to Us a fair presentation of the risk.

### 3 Reasonable Precautions

You must:

- a** take all reasonable precautions to prevent or minimise any accident, incident, Bodily Injury or Damage
- b** safeguard any Property the ways works machinery plant vehicles premises and appliances and maintain such Property in a good state of repair
- c** exercise care in the selection and supervision of Employees
- d** comply with all relevant statutory requirements manufacturer's recommendations and other regulations relating to the use inspection and safety of property and the safety of persons.

### 4 Change of Risk or Interest

- a** It is a condition precedent to Our liability that You will immediately notify Us if any alteration be made either in the Business or in any other circumstances whereby the risk is increased other than in accordance with General Condition 2 at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance.
- b** This Policy will cease to be in force if:
  - i** Your interest in the Business ends, other than by death; or
  - ii** the Business is to be wound up or carried on by a liquidator or receiver or permanently discontinued, at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance, unless its continuance be agreed by Us.

### 5 Cancellation

#### a Your Cancellation Rights

- i** You may cancel this Policy within 14 days of receipt of Your Policy (this is known as the "cooling off" period). If You elect to cancel within this period You should return all documents to Your broker, intermediary or agent and We will pay a refund of premium for the full amount paid by You. If a claim

has been made (or an incident notified or if cover for the Professional Indemnity Section has been arranged and a circumstance as defined under this Section has been notified to Us that could give rise to a claim) during the 'cooling off' period Your Policy will be treated by Us as in force and no refund of premium will be made.

- ii** If You elect to cancel Your Policy after the "cooling off" period has expired but still during any Period of Insurance You must give 14 day's notice in writing to British Pet Insurance Services. You will be entitled to a proportionate refund of premium, based on the number of days remaining in the Period of Insurance, unless a claim has been made (or an incident notified or if cover for the Professional Indemnity Section has been arranged and a circumstance as defined under this Section has been notified to Us that could give rise to a claim) during the Period of Insurance when no refund of premium for the Period of Insurance will be made.
- iii** Where You pay by Instalments any amount of premium returned under this condition will be reduced by any unpaid Premiums or instalments due at the time of cancellation.

#### b Our Cancellation Rights

- i** We may cancel Your Policy (or any Section of it) at any time and in any Period of Insurance by giving a minimum of 14 day's notice to You in writing at Your last known address.
- ii** If we cancel Your Policy, You will be entitled to a proportionate refund of premium, based on the number of days remaining in the Period of Insurance, unless a claim has been made (or an incident notified or if cover for the Professional Indemnity Section has been arranged and a circumstance as defined under this Section has been notified to Us that could give rise to a claim) during the Period of Insurance when no refund of premium will be made.
- iii** Where You pay by Instalments any amount of premium refunded under this condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

In relation to cancellation in any of the circumstances outlined above You must immediately return to Us any current Certificate(s) of Employers Liability Insurance.



## 6 Instalments

Instalments are collected and handled by Petcover EU Limited trading as British Pet Insurance Services.

- a Notwithstanding General Condition 5b, where the premium under this Policy is payable by instalments and You fail to pay one or more instalments by the date specified on Your payment schedule, We will have the right to cancel this insurance. Petcover EU Limited trading as British Pet Insurance Services will notify You in writing to the address on Your Certificate of Insurance or by electronic means to the last notified address provided. If You pay the full Premium due before the fourteen (14) day notice period expires, notice of cancellation will automatically be revoked and this insurance will remain in force. If not, this insurance will automatically terminate at the end of the fourteen (14) day notice period and You will immediately return to Us any current Certificate(s) of Employers Liability Insurance.
- b Any amount of premium returned under this General Condition will be reduced by any unpaid premiums or instalments at the time of cancellation. The total amount of premium refunded to You will be calculated in accordance with the process set out in General Condition 5. The calculation made by Petcover EU Limited trading as British Pet Insurance Services will be final and binding.

## 7 Choice of Law

Under European Law, you and we may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise. We have supplied this Agreement and other information to you in English and we will continue to communicate with you in English.

## 8 Contracts (Rights of Third Parties) Act 1999

A person or company who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 9 Changes to Your cover

You must tell Us immediately if there are any changes that may affect Your insurance, such as the following:

- i If You change the number of workers employed by You
- ii If Your limits change

We may then reassess Your cover and premium either immediately or at Your next renewal, depending on the information You have provided.



# Claims Conditions

**These Conditions apply to this Policy. You must comply with these Conditions. Where additional Conditions apply to a specific Section of this Policy, they are stated under that Section.**

**Claims are handled by NIG, which is a trading name of U K Insurance Limited.**

## 1 Conditions Precedent

Every condition precedent to which this Policy or any Section or item thereof is, or may be, made subject will, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this Policy. Non-compliance with any such condition precedent may be a bar to any claim under the relevant Section(s) of this Policy, where the subject matter of the claim was caused by the non-compliance or to the extent that it was increased by the non-compliance.

## 2 Action by You

It is a condition precedent to Our liability that:

You will on the happening of any incident which could give rise to a claim under this Policy:

- a** immediately notify Us and deliver to Us at Your own expense a claim in writing with such detailed particulars and proofs as may be reasonably required by Us and (if demanded) by Us, a statutory declaration of the truth of the claim and any matters connected therewith within:
  - i** 7 days of the event in the case of Damage caused by riot, civil commotion, strikes, labour disturbances or malicious persons;
  - ii** 30 days of the event in the case of any other claim other than stated in **iii** below or such further time as We may allow;
  - iii** 60 days in the event of any negligence or non-negligence claims in the care, custody or control of Animals;
- b** give immediate notice to the Police in respect of:
  - i** vandalism
  - ii** theft of property including of an Animal or any attempt thereat
  - iii** loss of Money by any cause whatsoever
- c** notify all Vets within 1 working day and 5 miles of the area where the Animal was last seen if it goes missing or has been stolen;
- d** make no admission of liability or offer promise or payment without Our written consent;
- e** inform Us immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings and send to Us immediately every relevant document;

- f** take all reasonable action to minimise or check any interruption of or interference with the Business;
- g** produce to Us such books of account or other business books or documents or such other proofs as may reasonably be required by Us for investigating or verifying the claim;
- h** arrange for a Vet to examine and treat an Animal as soon as possible after it has shown Clinical Signs of an Injury or Illness;
- i** in respect of Section 6 Special Extension 1 – Personal Accident (Assault) and Section 5 – Personal Accident supply at Your own expense all certificates and information and evidence required by Us. The Person Insured will as often as required by Us submit to medical examination at Our own expense.

The Action by You condition will not apply to the Professional Indemnity Section as the Notification and Claims Conditions under that Section will apply.

## 3 Our Rights

We will be entitled:

- a** on the happening of any Damage in respect of which a claim is made and without thereby incurring any liability or diminishing any of Our rights under this Policy to:
  - i** request that you use a Vet of our choice; or
  - ii** take possession of or require to be delivered to Us any Property insured and deal with such Property for all reasonable purposes and in a reasonable manner;
- b** at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to prosecute at Our own expense and for Our own benefit any claim for indemnity or damages against any other persons in respect of any event insured by this Policy and You will give all information and assistance required;
- c** to any Property for the loss of which a claim is paid hereunder and You will execute all such assignments and assurances of such Property as may be reasonably required but You will not be entitled to abandon any Property to Us;
- d** in the event of any Occurrence (as defined in Sections 1, 2 and 3) resulting in any claim(s) under Sections 1, 2 and 3 to pay to You:
  - i** in respect of sections 1 and 2 the amount of the Indemnity Limit for such Occurrence (less any sums already paid as damages in respect of such Occurrence plus costs and expenses incurred before the date of payment);

- ii in respect of section 3 the amount of the Indemnity Limit for such Occurrences (less any sums already paid as damages in respect for such Occurrence and less any sums and expenses incurred before the date of payment); or
- iii in respect of sections 1, 2 & 3 any lesser amount for which the claim(s) can be settled, after which We will have no further responsibility in connection with such claim(s);
- e in the case of death of the Person Insured by Section 6 Special Extension 1 – Personal Accident (Assault) and Section 5 – Personal Accident to have a post mortem at Our expense.

Our Rights condition will not apply to the Professional Indemnity Section as the Notification and Claims Conditions under that Section will apply.

#### 4 Fraudulent Claims

In the event of any claim under the Policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain benefit under this Policy, We:

- a will not be liable to pay the claim;
- b may recover from You any sums paid by Us to You in respect of the claim; and
- c may (despite the references to notice period and the refunding of premiums in General Condition 5 b) by notice to You at Your last known address treat this Policy as having been cancelled with effect from the time of the fraudulent act and may:
  - i refuse all liability to You under this Policy in respect of any event that gives rise to Our liability occurring after the time of the fraudulent act; and
  - ii retain any premiums paid under this Policy.

#### 5 Subrogation

We will be subrogated to Your rights of recovery against any third party. Accordingly, it is a condition precedent to Our liability that any claimant under this Policy will, at Our request and expense, take and permit to be taken all necessary steps for Us to enforce any rights against any other party in Your name before or after any payment is made by Us.

#### 6 Other Insurances

Unless otherwise stated in this Policy:

- a if at the time of any accident incident Bodily Injury or Damage which gives rise to a claim, there is any other insurance effected by You or on Your behalf applicable to such event Our liability will be limited to its rateable proportion thereof; and
- b if any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy whether in whole or in part or from contributing rateably, then Our liability hereunder will be limited to any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

Other Insurances does not apply to the Professional Indemnity Section.

#### 7 Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an arbitrator in England who will decide the matter in dispute according to English law and will be appointed by the parties in accordance with the relevant English statutory provisions for the time being in force. Where any such difference is to be referred to arbitration under this Condition, the making of an award will be a condition precedent to any right of action against Us.

# General Exclusions

**These General Exclusions set out what is not covered under this Policy. Where additional exclusions apply to a specific Section of this Policy, they are set out in that Section.**

## This Policy does not cover

### 1 Sonic Bangs

loss, destruction or damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 2 Radioactive Contamination

loss, destruction or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by such loss, destruction or damage, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

As far as this General Exclusion concerns Bodily Injury caused to any Employee, if such Bodily Injury arises out of and in the course of employment or engagement of such person by You this Exclusion will apply only in respect of

- i the liability of any principal; or
- ii liability assumed by You under agreement and which would not have attached in the absence of such agreement.

### 3 War, Government Action and Terrorism

- a loss, destruction or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from:
  - i War, Government Action or Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism); or
  - ii civil commotion in Northern Ireland;
- b legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from:
  - i War, Government Action or Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism); or

- ii civil commotion in Northern Ireland,

except to the extent stated in the Liability Provisions relating to this General Exclusion and set out below

For the purpose of this Exclusion and its Liability Provisions:

War means 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, or military or usurped power.

Government Action means martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to War.

Terrorism means acts of any person or persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence and/or the threat thereof, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

In any action suit or other proceedings where We allege that by reason of this Exclusion as far as it relates to Terrorism any Damage or resulting loss or expense or other costs either directly or indirectly caused by or contributed to by or arising from such event is not covered by this insurance, the burden of proving that such loss, destruction or damage, expense or costs is covered will be Your responsibility.

### Liability Provisions

Subject otherwise to the terms, definitions, exclusions, exceptions, provisions and conditions of this Policy:

We will indemnify You under the Employers Liability Section provided that in respect of any one Occurrence (as defined under Section 3 Employers Liability) or series of Occurrences arising out of any one original cause Our liability in respect of all legal liability costs and expenses either directly or indirectly caused by or contributed to by or arising from Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism) will not exceed £5,000,000;

- 2 We will indemnify You under the Public Liability Section against legal liability costs and expenses either directly or indirectly caused by or contributed to by or arising from Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism) provided that Our liability for all damages (including interest thereon) will not exceed

- a under the Public Liability Section (excluding the Products Liability Extension) in respect of any one Occurrence (as defined under Section 1 Public Liability) or series of Occurrences arising out of any one event £2,000,000 or the amount of the Indemnity Limit stated in the Schedule whichever is lower;
- b under the Products Liability Extension of Section 1 Public Liability in respect of all Occurrences during any one Period of Insurance £2,000,000 or the amount of the Indemnity Limit stated in the Schedule for the Public Liability Section whichever is the lower; and
- c in respect of all Pollution or Contamination consequent upon Terrorism and which is deemed to have occurred during any one Period of Insurance £2,000,000 in the aggregate or the amount of the Indemnity Limit stated in the Schedule for the Public Liability Section whichever is the lower.

#### 4 Date Recognition

any claim which arises directly or indirectly from or consists of the failure or inability of any:

- a electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device; or
- b media or systems used in connection with anything referred to in a above,

whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of:

- i recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time; or
- ii the operation of any command or logic which has been programmed or incorporated into anything referred to in a and b above.

In respect of Section 6: Money, Section 7 Tools and Business Equipment and Section 8 Business Stock, of this Policy, this Exclusion will not exclude subsequent Damage not otherwise excluded from this Policy which itself results

from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank or apparatus or pipe, theft or impact by any vehicle or animal.

General Exclusion 4 will not apply to Section 3 – Employers Liability

#### 5 Computer Virus and Hacking

- a Damage to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether Your Property or not where such Damage is caused by Virus or Similar Mechanism or Hacking;
- b financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking

but this will not exclude Damage or financial loss which is not otherwise excluded from this Policy and which results from fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, labour disturbances, malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence) storm flood escape of water or oil from any tank apparatus or pipe impact by any vehicle or animal.

For the purpose of this Exclusion:

Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs, data files, or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data whether Your Property or not.

General Exclusion 5 will not apply to Section 1 – Public Liability and Section 3 – Employers Liability.

#### 6 Dangerous Dogs Act

Any dog that must be registered under the Dangerous Dogs Act 1991 and the Dangerous Dogs (Amendment) Act 1997 (or as amended) or any similar legislation.

# Section 1: Public Liability

## Definitions

The Business includes

- a the ownership repair maintenance and decoration of Your premises;
- b private work undertaken by any of Your Employees for You or with Your consent for any of Your directors partners or other Employees; and
- c the provision and management of canteen sports social and welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services.

## Pollution or Contamination

- a All pollution or contamination of buildings or other structures or of water or land or the atmosphere, and
- b all Damage or Bodily Injury directly or indirectly caused by such pollution or contamination.

## Products Supplied

Any goods (including their containers packaging labelling and instructions for use) manufactured, sold, supplied, hired out, repaired, renovated, serviced, altered, erected, installed or treated by You or on Your behalf in connection with Your Business and no longer in Your charge or control.

## Territorial Limits

Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

You includes

- a Your personal representatives in the event of Your death but only in respect of liability incurred by You; and
- b if You so request:
  - i any of Your directors, partners or other Employees while acting in connection with the Business provided that You would have been entitled to indemnity under this Section if the claim had been made against You; and
  - ii any officer or member of Your canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services in their respective capacity as such.

Provided that such persons will observe, fulfil and be subject to the terms, conditions, exclusions and limits of this Section insofar as they can apply.

## Occurrences

- 1 accidental Bodily Injury to any person;
- 2 accidental Damage to Property;
- 3 accidental obstruction, trespass, nuisance or interference with any easement of air, light, water or way; or

- 4 wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy;

occurring within the Territorial Limits during the Period of Insurance and happening in connection with the Business.

## Indemnity Limit

Our liability under this Section for all damages (including interest thereon) payable in respect of any one Occurrence or in the aggregate in respect of a series of Occurrences arising out of any one event will not exceed the Indemnity Limit.

## Cover

We will subject to the Indemnity Limit stated in Section 1 of the Schedule indemnify You against:

- 1 a all sums which You will become legally liable to pay as damages (including interest thereon); and
  - b claimants' costs and expenses if You are ordered to pay them or paid with Our written consent,
 in respect of the Occurrences stated in this Section
- 2 all costs and expenses incurred by You with Our written consent in defending any claim:
- 3 the solicitor's fees incurred with Our written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any Occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

## Optional Cover Extension 1: Loss or Theft of Keys

Where shown as operative in the Schedule We will pay for the cost of and the expenses incurred:

- a in re-setting intruder alarms following an error by You or an Employee in setting the alarm at Your clients' premises: or
- b to changing door keys or locks following accidental loss of or theft of keys;
  - i from Your premises or Your home or the homes of Your directors, partners or authorised Employees;
  - ii following hold-up whilst such keys are in Your custody or that of Your directors, partners or authorised Employees; or
  - iii from a motor vehicle, provided such vehicle is locked and keys are out of sight.

We will not cover:

Personal or vehicle keys belonging to You, Your family, Your Employees or their family.



Provided that the Our liability under this extension shall not exceed the Indemnity Limit stated in the Schedule in any one Period of Insurance.

## Special Conditions

### 1 Contractual Liability

Insofar as concerns liability assumed by You under agreement which would not have attached in the absence of such agreement this Section will only apply if We retain sole conduct and control of any claim.

Extension I will not apply to liability assumed by You under agreement other than under any condition or warranty of goods implied by law unless such liability would have attached in the absence of such agreement.

### 2 Jurisdiction

The indemnity provided by this Section will not apply to any action for damages brought against You in any court outside the European Union.

### 3 Costs Inclusive in U.S.A. and Canada

Where indemnity is provided by this Section for liability in respect of Occurrences in the United States of America or Canada or their dependencies or trust territories the Indemnity Limit stated in the Schedule will be the maximum amount payable by Us inclusive of all costs and expenses.

### 4 Asbestos Clean Up Costs

Our liability for all damages (including interest thereon) payable arising from the need to clean up or remove asbestos, asbestos fibre or any derivative of asbestos from Property in respect of all Occurrences during any one Period of Insurance will not exceed £2,000,000 in the aggregate or the amount of the Indemnity Limit stated in the Schedule, whichever is the lower.

### 5 Excess

We will not be liable for the first amount of the Excess stated in the Schedule for each and every claim in respect of Damage to Property.

## Exclusions

We will not be liable under this Section in respect of:

- 1 the cost of replacing or making good faulty defective or incorrect:
  - a workmanship; or
  - b materials goods or other property supplied installed or erected by You or on Your behalf ;

### 2 liability arising from:

- a design, formula, advice or specification provided by You or on Your behalf for a fee or where a fee would normally be charged;
- b breach of professionals duty or malpractice of any nature by You or on Your behalf;
- c the sale, supply or administration of drugs, medicines, chemicals or medical supplies or equipment of any kind by You or on Your behalf;
- d any treatment used, practised or performed by You or on Your behalf other than when performing first aid;
- e any surgical operation or medical procedure by You or on Your behalf;

### 3 liability for Bodily Injury caused to any of Your Employees arising out of and in the course of such person's employment or engagement by You in the Business;

### 4 liability for Damage to Property belonging to or in Your charge or under Your control but this Exclusion will not apply to Your directors', partners', Employees' or visitors' Property or any premises (including contents) which are temporarily occupied by You for the purpose of work in connection with the Business (not being buildings which are owned by or leased rented or hired to You);

### 5 Damage to the contract works and other materials plant tools or equipment brought on to the site for use in connection with any contract entered into by You and occurring:

- a before the date of practical completion or before a certificate of completion has been issued;
- b after the date of practical completion or after the issue of a certificate of completion and where liability for such Property attaches to You solely by reason of a contract or agreement;

### 6 liability caused by or arising from the ownership, possession or use by You or on Your behalf of any:

- a Craft other than hand propelled watercraft; or
- b mechanically propelled vehicle (or trailer attached thereto) licensed for road use other than liability caused by or arising from:
  - i the loading or unloading of such vehicle;
  - ii the movement of any such vehicle not Your property which is interfering with the performance of the Business;

but this indemnity will not apply if in respect of such liability compulsory insurance or security is required under any legislation governing the use of the vehicle;

- 7** liability arising out of Products Supplied other than:
- a** food or drink sold or supplied for consumption by Your directors, Your partners, Employees or visitors;
  - b** proprietary branded products sold or used in connection with Your Business; or
  - c** the disposal of furniture and office equipment originally intended solely for use by You in connection with the Business and which is no longer required for that purpose;
- 8** liquidated damages, fines or penalties;
- 9** punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;
- 10** all liability in respect of Pollution or Contamination other than that caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during any one Period of Insurance provided that:
- a** all Pollution or Contamination which arises out of any one incident will be deemed to have occurred at the time such incident takes place;
  - b** Our liability for all damages (including interest thereon) payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance will not exceed in the aggregate the Indemnity Limit stated in Section 1 of the Schedule;
  - c** this Exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories;
- 11** all liability in respect of Pollution or Contamination occurring in the United States of America and/or Canada and/or their dependencies or trust territories;
- 12** liability arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform will be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform;
- 13** liability arising out of:
- a** failure or partial failure of computer programs written, devised, designed or adapted by You or on Your behalf to fulfil the purpose for which they were intended;
  - b** Damage to computer systems and data processing media or loss, distortion or erasure of data contained therein;
  - c** loss of data or provision of incorrect data or failure to supply data;

- 14** liability arising out of:
- a** libel, slander or infringement of plans copyright patent trade name trade mark or registered design;
  - b** incorrect information or errors or omissions in published materials;
- 15** liability arising out of failure to comply with UK or EU laws or regulations, including those relating to animal health and importation.

## Extensions

### A Court Attendance Costs

In the event of any of the undernoted persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section We will pay compensation to You at the following rates per day for each day on which attendance is required:

- a** £500 for You or any of Your directors or partners
- b** £250 for any Employee.

### B Health and Safety at Work etc. Act 1974

We will indemnify You and at Your request any of Your directors or partners or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man or the Construction (Design and Management) Regulations 1994 or any similar health and safety legislation committed or alleged to have been committed in the course of the Business during the Period of Insurance. We will also pay the costs incurred with Our written consent in appealing against any judgement given

Provided that

- a** this indemnity will not apply to the payment of fines or penalties
- b** the prosecution relates to the health safety and welfare of any person other than an Employee.
- c** proceedings arise from an incident which relates to a claim or potential claim under this Section.

### C Indemnity to Principals

We will at Your request indemnify any principal to the extent required by the contract between You and the principal in respect of liability arising from the performance of work by You for such principal.

Provided that:

- a** We will retain sole conduct and control of any claim



- b the principal will observe fulfil and be subject to the terms, conditions, exclusions and limits of this Section insofar as they can apply.

#### D Defective Premises Act 1972

We will indemnify You in respect of liability incurred by You under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land disposed of by You.

Provided that this Extension will not apply to:

- a the cost of rectifying any damage or defect in the premises or land disposed of; or
- b liability for which You are entitled to indemnity under any other policy.

#### E Leased or Rented Premises

Exclusion 4 of this Section will not apply to liability for Damage to any premises (including their fixtures and fittings) leased, rented or hired to You.

Provided that We will not be liable for Damage by any cause against which the lease or tenancy agreement stipulates that insurance will be effected by the lessee or tenant.

#### F Motor Contingent Liability

Despite Exclusion 5 of this Section We will indemnify You in respect of liability arising out of the use of any motor vehicle not belonging to or provided by You and being used in the course of the Business anywhere in Great Britain, Northern Ireland the Channel Islands or the Isle of Man

Provided that this indemnity will not apply:

- a in respect of Damage to the vehicle or any property contained therein;
- b whilst the vehicle is being driven
  - i by You;
  - ii with Your consent by any person who does not hold a licence to drive such a vehicle;
- c to liability which is insured or would but for the existence of this Section be insured under any other insurance.

#### G Cross Liabilities

Where You comprise more than one party We will treat each party as if a separate Policy had been issued to each provided that nothing in this Extension will increase Our liability beyond the amount for which We would have been liable had this Extension not applied.

#### H Products Liability

Despite Exclusion 7 of this Section We will indemnify You against liability in respect of:

- 1 accidental Bodily Injury to any person;
  - 2 accidental Damage to Property;
- occurring anywhere within the Territorial Limits during the Period of Insurance and caused by any Products Supplied in or from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Provided that:

- 1 Our liability under this Extension for all damages (including interest thereon) payable in respect of all such accidental Bodily Injury or Damage to Property during any one Period of Insurance will not exceed the Indemnity Limit stated in the Schedule;
- 2 We will not be liable under this Extension in respect of:
  - a Damage to or the cost of repair, alteration, replacement, removal or recall of any Products Supplied which give rise to a claim hereunder or any refund for such Products Supplied;
  - b Products Supplied which to Your knowledge are to be used as a critical part in connection with the flying or navigation of any aircraft, spacecraft, rocket, missile or satellite;
  - c Products Supplied which to Your knowledge are exported to the United States of America and/or Canada and/or their dependencies or trust

#### I Claims under Data Protection Legislation

We will indemnify You against any compensation claim in respect of material or non-material damage where such damage occurs during the Period of Insurance and happens in connection with the Business, provided that You:

- a have complied in all respects with Your obligations under the Data Protection (Charges and Information) Regulations 2018;
- b are not in business as a computer bureau; and
- c were acting as a sole and independent controller in respect of the matter giving rise to the compensation claim.

Our liability under this Extension (including all compensation, costs and expenses) will be limited to a maximum amount of £500,000 in the aggregate and in any one Period of Insurance.

Provided that this indemnity will not apply to:

- i any material or non-material damage caused by any deliberate act or omission, by You, where such material or non-material damage could reasonably have been expected by You having regard to the nature and circumstances of such act or omission;
- ii any material or non-material damage caused by any act of fraud or dishonesty;
- iii the costs and expenses of rectifying, rewriting or erasing data (including personal data);
- iv liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person;
- v the payment by You of any regulatory fines or penalties; or
- vi any material or non-material damage caused by:
  - a any deliberate, reckless or negligent act of any of Your Employees; or
  - b any failure by an Employee to act in accordance with Your internal policies, procedures and guidelines.

For the purposes of this Extension:

- i “GDPR” means:  
The General Data Protection Regulation (EU) 2016/679.
- ii “compensation claim” means:  
Any sums which You become legally liable to pay as compensation to any data subject under and in accordance with Article 82 of the GDPR, or any equivalent legislation in the Isle of Man or the Channel Islands, or any similar or successor legislation, including the Data Protection Act 2018 (as may be amended from time to time).
- iii “controller” will have the meaning given to it in Article 4 of the GDPR.
- iv “material or non-material damage” will be interpreted in accordance with Article 82 of the GDPR.

#### J Consumer Protection and Food Safety Acts

We will indemnify You and at Your request any of Your directors or partners against legal costs and expenses incurred with Our written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings brought for a breach of

- a Part 2 of the Consumer Protection Act 1987; or
- b Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990,

committed or alleged to have been committed in the course of the Business during the Period of Insurance

Provided that this indemnity will not apply to:

- i the payment of fines or penalties;
- ii proceedings or appeals in respect of any deliberate act or omission by You;
- iii costs or expenses insured by any other policy.

#### K Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You against legal costs and expenses, incurred with Our prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands, committed or alleged to be committed in the course of the Business during the Period of Insurance.

Provided that:

- a Our liability under this Extension will be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance;
- b this Extension will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- c We must consent to the appointment of any solicitor or counsel, acting on Your behalf;
- d You must immediately notify Us of receipt of any summons or other process, served upon You, which may give rise to proceedings arising from the cover under this Extension; and
- e before We consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by Us will be supplied by You.

It is understood that We will have no liability under this Extension:

- i if You have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;
- ii for any fines or penalties, of any kind; or
- iii where You can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide, from any other source or insurance or where but for the existence of this Extension You would have obtained indemnity from any other source or insurance.

# Section 2: Care, Custody and Control of Animals – Negligence cover

## Definitions

### Accident

A sudden, unexpected, unusual, specific event which occurs fortuitously at an identifiable time and place and is unforeseen and unintended.

### Animal

Dog, cat, rabbit, guinea pig, hamster, chinchilla, mouse, rat, gerbil, degu or ferret.

### Animal Value

The value the owner paid for the Animal as confirmed on any formal proof of purchase document or if no formal proof of purchase the purchase price of an Animal of the same breed, pedigree and sex up to 5 years old or the Market Value of an Animal aged 6 years or more.

### Clinical Signs

Changes in the Animal's normal healthy state, bodily functions or behaviour.

### Illness

Any sickness, disease, emotional disorder, mental disorder or change to the animal's normal healthy state.

### Indemnity Limit

Our liability under this Section for all damages inclusive of all costs and expenses payable in respect of any one Occurrence or in the aggregate in respect of a series of Occurrences arising out of any one event will not exceed the Indemnity Limit as shown in the Schedule.

### Injury

Injury which includes trauma or death caused immediately, solely and directly from an Accident.

### Market Value

The price generally paid for an Animal of the same age, breed, pedigree, sex and breeding ability just before the Clinical Signs were shown.

### Occurrences

- 1 accidental death, theft, mysterious disappearance or straying of any Animal; or
- 2 accidental Illness or Injury to any Animal; occurring whilst in Your care, custody or control within the Territorial Limits during the Period of Insurance and happening in connection with the Business.

### Routine, elective or preventative treatment

Treatment or care that is beneficial to an Animal but is not essential to the Animals' survival and does not form part of a Treatment for Injury or Illness.

### Territorial Limits

Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### Treatment

The cost of any examination, consultation, advice, test, x-ray, diagnostic procedure, surgery or medication including nursing when required to treat an Illness or Injury if instructed by a Vet and carried out by a Vet, a veterinary nurse, another member of a veterinary practice under the supervision of a Vet or a member of one of the following associations:

- Association of Chartered Physiotherapists in Animal Therapy
- National Association of Veterinary Physiotherapists
- International Association of Animal Therapists
- McTimoney Chiropractic Association
- National Association of Animal Therapists

### Vet

A registered veterinarian licensed to practice in the UK.

### Veterinary Fees

Reasonable and necessary fees charged by a Vet in respect of Treatment given to an Animal as a result of an Occurrence.

### You includes

- a Your personal representatives in the event of Your death but only in respect of liability incurred by You; and
- b if You so request any of Your directors, partners or other Employees while acting in connection with the Business provided that You would have been entitled to indemnity under this Section if the claim had been made against You.

Provided that such persons will observe, fulfil and be subject to the terms, conditions, exclusions and limits of this Section insofar as they can apply.

### Cover

We will subject to the Indemnity Limit stated in Section 2 of the Schedule indemnify You where You are legally liable in respect of:

- 1 a damages to the amount of the Animal Value following death, theft or loss whilst in Your care, custody or control;

- b** resulting Treatment costs for an injury or illness to an Animal that occurred or showed Clinical Signs whilst in or as a result of Your care, custody or control;
  - c** claimants' costs and expenses if You are ordered to pay them or paid with Our written consent; and
  - d** all costs and expenses incurred by You with Our written consent in defending any claim,
- in respect of the Occurrences stated in this Section.

## Extensions

### A Advertising and Reward Costs

In the event an Animal is stolen or goes missing whilst in Your care, custody or control, We will cover the costs for:

- a** advertising the Animal is missing and reward if the Animal is found and returned alive; and
- b** additional costs involved in the recovery of the Animal not covered by **a**

We will not cover:

- 1** any reward that We have not agreed before it is advertised;
- 2** payment of any reward not supported by a signed receipt giving the full name, address and telephone number of the person who found the Animal or to any of the following if they found the missing Animal:
  - a** You;
  - b** a member of Your family;
  - c** a person employed by You or a previous Employee;
  - d** the owner of the Animal; or
  - e** someone who lives with You.

Provided that the total cost per Animal does not exceed a maximum of £350 (including VAT) subject to the terms, conditions, exclusions and limits of this Section.

### Optional Cover Extension 1: Care, Custody and Control of Animals – Non-negligence cover

#### Cover to apply under Optional Cover Extension 1

Where Optional Cover Extension 1 is shown as operative in the Schedule We will subject to the Indemnity Limit stated in Section 2 of the Schedule indemnify You in respect of:

- 1 a** damages to the amount of the Animal Value following death, theft or loss of an Animal whilst in Your care, custody or control;
- b** the resulting Treatment costs up to a maximum period of 30 days after an Injury or Illness occurs or Clinical

Signs are first shown by an Animal whilst in Your care, custody or control or within 72 hours of leaving Your care, custody or control;

- c** claimants' costs and expenses if You are ordered to pay them or paid with Our written consent; and
  - d** all costs and expenses incurred by You with Our written consent in defending any claim,
- in respect of the Occurrences stated in this Section.

## Extension

### Care, Custody and Control of Animals – Non-negligence cover

If Optional Cover Extension 1 is shown as operative in the Schedule, We will cover the costs incurred to put an Animal to sleep, be cremated or buried due to an Injury or Illness occurring in Your care, custody or control.

Provided that the total cost per Animal does not exceed a maximum of £150 (including VAT) subject to the terms, conditions, exclusions and limits of this Section.

## Conditions

### 1 Animal Welfare Act 2006

It is a condition precedent to Our liability that You have taken proper care of the Animal and comply with the requirements of the Animal Welfare Act 2006 (or as amended) or any similar legislation.

### 2 Local Authority Registration

It is a condition precedent to Our liability that as required by Your local authority that you must be registered to or licenced by and keep the Animal in line with the relevant regulations and requirements applicable to Your Business.

### 3 Excess

We will not be liable for the amount of the Excess as shown in the Schedule for each and every claim in respect of death, theft, loss, Injury or Illness to any Animal.

### 4 Home Boarding Contract

It is a condition precedent to Our liability that where any Animal is kept for home boarding You have evidence the Animal owner has agreed acceptance of Your boarding contract terms and conditions.

### 5 Record of Animal Health

It is a condition precedent to Our liability that You have a system and record of checking that each and every Animal is in good health prior to acceptance for the business activities of pet sitting and home boarding.

## Exclusions

We will not be liable under this Section in respect of:

- 1 Any claim where You are not legally liable unless Optional Extension 1: Care, Custody and Control of Animals – Non-negligence cover has been arranged;
- 2 Any amount exceeding the original purchase price of the Animal or the Market Value whichever is the lesser if there is no formal proof of purchase for the amount the owner of the Animal paid following the death of an Animal or it has been stolen or gone missing;
- 3 Any liability for Damage to an Animal where:
  - a any Injury or Illness that first showed Clinical Signs prior to the Animal being in Your care, custody or control;
  - b any Injury or Illness that is the same as, or has the same diagnosis or Clinical Signs as an Injury, Illness or Clinical Signs the Animal had prior to the Animal being in Your care, custody or control; or
  - c any Injury or Illness or death that relates to, results from or is caused by an Injury, Illness or Clinical Signs the Animal had prior to the Animal being in Your care, custody or control;
- 4 Any Treatment being claimed for where You are not legally liable that is carried out more than 30 days after the Injury or Illness happened or Clinical Signs were first noticed;
- 5 Costs relating to:
  - a death or any Treatment where Injury or Illness is deliberately caused by You, Your family or anyone living with You; or
  - b loss of an Animal if it is stolen or goes missing or You have voluntarily parted with the Animal even if tricked into doing so, but this Exclusion will not apply for circumstances where the deliberate release has been taken to save them from loss of life or injury;
- 6 The cost of any routine, elective or preventative Treatment;
- 7 Costs relating to general health improvers, vaccinations, flea treatments and any Treatment in connection with false pregnancy, breeding, pregnancy, giving birth, spaying or castration;
- 8 Costs relating to the supply of special prescription diets needed for Treatment or the general well-being of the Animal unless directly resulting from Injury or Illness covered by this Section and if applicable under Optional Cover Extension 1 than for no more than a 7 day period from a specific Illness where Clinical Signs were first noticed whilst the Animal was in Your care, custody or control or within 72 hours of leaving Your care, custody or control after which such diets will be considered as preventative Treatment;
- 9 Costs if Optional Cover Extension 1 is shown as operative in the Schedule for Vet call out charges and nonessential hospitalisation outside of usual surgery hours for treating an Animal following Injury or Illness unless the Vet confirms an emergency consultancy or Treatment is essential;
- 10 Costs relating to any Treatment that is not directly related to Injury or Illness including cosmetic dentistry other than where specified;
- 11 Costs relating to dental Treatment not as a result of Injury or Illness unless:
  - a recommended and carried out by the attending Vet to alleviate pain and suffering; and
  - b the Animal must have had its teeth checked by a Vet in the 12 months prior to the Treatment and any recommended Treatment as a result of the check must have been carried out; or
  - c this Treatment is not related to the prior cause or failure of the owner to complete the recommended Treatment;
- 12 Any costs arising from any death, Injury or Illness to:
  - a an Animal in Your care, custody or control for quarantine;
  - b strays, rescued animals, any animals owned by or the responsibility of a local authority, charity or public body;
  - c any dog used for security, coursing, guarding, racing or in connection with a profession, occupation or business;
  - d any Animal less than 8 weeks old;
  - e an Animal that has been in the care, custody or control of the business for more than 180 consecutive days;
  - f any Animal which You own;
  - g any Animal which You are responsible for outside of the business activities;
  - h any Animal following the use of, sale or administration of unlicensed veterinary products, non-proprietary or non-branded products used in connection with Your Business;
- 13 Costs relating to viciousness, aggression, stress, behaviour, sexual and hormonal problems and training, unless directly resulting from Injury or Illness covered by this Section;
- 14 The costs if the Animal is being confiscated or destroyed by government or public authorities or under the terms of the Animal Act 1971 (or any similar legislation) because livestock worrying;



- 15** Any costs that result from an illness set out below, unless the Animal has been vaccinated against it and the vaccination has been kept up to date as recommended by a Vet:
- a** Dogs – distemper, hepatitis, leptospirosis and parvovirus;
  - b** Cats – feline infectious enteritis, feline leukaemia and cat flu;
  - c** Rabbits – myxomatosis and viral haemorrhagic disease;
- 16** Any Injury, illness or death of an Animal in Your care, custody or control caused by an Animal with the same owner;
- 17** Costs of any charges made for the completion of claim forms or the cost of any supporting documentation or any further information needed as part of Your claim;
- 18** Any additional charges for the late payment of Vet fees;
- 19** Costs caused because the Department of Environment, Food and Rural Affairs \*(DEFRA), or similar department or body have put restrictions on any Animal you are boarding;
- 20** the loss of any Animal arising out of:
- a** the injection of drugs, medicines, chemicals;
  - b** the administration of medical supplies other than applied as emergency first aid; or
  - c** the administration of drugs other than capsule or tablets given orally to the Animal or applied to their food in accordance with Veterinary instructions;
- 21** Any liability arising from incorrect or inadequate advice, design or specification provided by You or on Your behalf for a fee or where a fee would normally be charged.

# Section 3: Employers Liability

## Definitions

**The Business** includes

- a** the ownership repair maintenance and decoration of Your premises;
- b** private work undertaken by any of Your Employees for You or with Your consent for any of Your directors or partners or other Employees;
- c** the provision and management of canteen sports social and welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services.

## Territorial Limits

Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

**You** includes

- a** Your personal representatives in the event of Your death but only in respect of liability incurred by You
- b** if You so request:
  - i** any of Your directors, partners or other Employees while acting in connection with the Business provided that You would have been entitled to indemnity under this Section if the claim had been made against You; or
  - ii** any officer or member of Your canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services in their respective capacity as such

Provided that such persons will observe, fulfil and are subject to the terms, conditions, exclusions and limits of this Section insofar as they can apply.

## Occurrence

Bodily Injury caused to any of Your Employees occurring anywhere in the Territorial Limits during the Period of Insurance and arising out of and in the course of employment or engagement of such person by You in the Business.

## Indemnity Limit

Our liability (inclusive of all costs and expenses payable) under this Section in respect of any one Occurrence or in the aggregate in respect of a series of Occurrences arising out of any one original cause will not exceed the Indemnity Limit.

## Cover

We will subject to the Indemnity Limit stated in Section 2 of the Schedule indemnify You against:

- 1 a** all sums which You will become legally liable to pay as damages (including interest thereon); and

- b** claimants' costs and expenses if You are ordered to pay them or paid with Our written consent,

in respect of the Occurrence stated in this Section;

- 2** all costs and expenses incurred by You with Our written consent in defending any claim;
- 3** the solicitor's fees incurred with Our written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any Occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

## Special Conditions

### 1 Contractual Liability

Insofar as concerns liability assumed by You under agreement which would not have attached in the absence of such agreement this Section will only apply if We retain sole conduct and control of any claim.

### 2 Jurisdiction

The indemnity provided by this Section will not apply to any action for damages brought against You in any court outside the European Union.

### 3 Right of Recovery

The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain, Northern Ireland the Channel Islands and the Isle of Man but You will repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law.

### 4 Certificate of Employers' Liability

If this Policy or Section is cancelled the current Certificate of Employers' Liability Insurance is similarly cancelled from the same date.

## Exclusions

We will not be liable under this Section in respect of Bodily Injury:

- 1** caused to any Employee (other than the driver) being carried in or upon a vehicle or entering or getting onto or alighting from a vehicle where such Bodily Injury is caused by or arises out of the use by You of a vehicle on a road. For the purpose of this Exclusion the expressions "vehicle", "use" and "road" will have the same meanings as in Part VI of the Road Traffic Act 1988;



- 2 caused to any Employee ordinarily resident outside Great Britain, Northern Ireland the Channel Islands and the Isle of Man;
- 3 arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform will be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.

## Extensions

### A Court Attendance Costs

In the event of any of the undernoted persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section We will pay compensation to You at the following rates per day for each day on which attendance is required:

- a £500 for You or any of Your directors or partners
- b £250 for any Employee.

### B Health and Safety at Work etc. Act 1974

We will indemnify You and at Your request any of Your directors or partners or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man or the Construction (Design and Management) Regulations 1994 or any similar health and safety legislation committed or alleged to have been committed in the course of the Business during the Period of Insurance. We will also pay the costs incurred with Our written consent in appealing against any judgement given.

Provided that

- a this indemnity will not apply to the payment of fines or penalties;
- b the prosecution relates to the health safety and welfare of Employee(s);
- c proceedings arise from an incident which relates to a claim or potential claim under this Section.

### C Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any Employee or the personal representatives of any Employee in respect of Bodily Injury caused to the Employee during any Period of Insurance and occurring in connection with the Business against any person or company operating from premises in Great Britain,

Northern Ireland, the Channel Islands or the Isle of Man in any court situated in these territories and remaining unsatisfied in whole or in part six months after the date of such judgement We will at Your request pay to the Employee or the personal representatives of the Employee the amount of such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- a there is no appeal outstanding; and
- b if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee will assign the judgement to Us.

### D Indemnity to Principals

We will at Your request indemnify any principal to the extent required by the contract between You and the principal in respect of liability arising from the performance of work by You for such principal.

Provided that:

- a We will retain sole conduct and control of any claim; and
- b the principal will observe, fulfil and be subject to the terms, conditions, exclusions and limits of this Section insofar as they can apply.

### E Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You against legal costs and expenses, incurred with Our prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands, committed or alleged to be committed in the course of the Business during the Period of Insurance.

Provided that:

- a Our liability under this Extension will be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance;
- b this Extension will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- c We must consent to the appointment of any solicitor or counsel, acting on Your behalf;

- d** You must immediately notify Us of receipt of any summons or other process, served upon You, which may give rise to proceedings arising from the cover under this Extension; and
- e** before We consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by Us will be supplied by You.

It is understood that We will have no liability under this Extension:

- i** if You have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;
- ii** for any fines or penalties, of any kind; or
- iii** where You can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide, from any other source or insurance or where but for the existence of this Extension You would have obtained indemnity from any other source or insurance.

# Section 4: Professional Indemnity

## Definitions

The definitions which apply to this Section are in addition to the General Definitions.

### Circumstance

Any circumstance, incident, occurrence, fact, matter, act, omission, state of affairs or event which is likely to give rise to a claim against You or a claim by You under this Section.

### Computer System

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 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 Your electronic communications system, world-wide web site, internet site, intranet site, extranet site or web address(es).

### Damages

Monetary relief.

### Defence Costs and Expenses

All reasonable costs and expenses incurred, with Our prior written consent, in the investigation, defence and settlement of any claim first made against You or of any Circumstance first notified during the Period of Insurance. It does not include Your own overhead costs and expenses.

### Documents

Digitised data, information recorded or stored in a format for use with a computer, microcode, deeds, wills, agreements, maps, plans, records, written or printed books, letters, certificates, written or printed documents or forms of any nature whatsoever (excluding any bearer bonds or coupons, bank or currency notes, share certificates, stamps or other negotiable paper).

### Financially Associated Person or Entity

- a any business controlled or managed by You or in which You have an executive interest;
- b any company in which You directly or indirectly own or control more than 15% of the issued share capital;
- c any person having an executive or managerial role in Your Business or who would be considered to be a shadow director (as defined in s.251 of the Insolvency Act 1986);
- d any company that directly or indirectly owns or controls any of the issued share capital of Your Business or any of 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.

### Indemnity Limit

Our total liability to pay Damage and claimant's costs, will not exceed the Indemnity Limit stated in the Schedule in respect of any one claim or series of claims arising out of one originating cause regardless of the number of persons claiming an indemnity from Us under the terms of this Section.

### Jurisdiction

The jurisdiction stated in the Schedule. Where no jurisdiction is stated in the schedule then the Jurisdiction will be Worldwide but excluding the United States of America (including its territories and /or possessions) and Canada.

### Personal Appointment

Any individual appointment of a professional's nature arising out of the ordinary professional activities of You other than any appointment as a director or officer of a company or as a trustee.

### Professionals Business

Your Business as stated in the Schedule including the holding of any Personal Appointment.

### You / Your / Yours

means any person or firm stated in the Schedule and includes:

- a any of their subsidiary companies that are in existence at the inception of this Section and have been declared to Us;
- b the current or previous partners, directors, principals, members or Employee of any firm or company stated in the Schedule; and
- c any other person who becomes a partner, director, principal, member or Employee of any firm or company stated in the Schedule.

### Insuring Clauses

Claims under this Section are administered and managed by HCC International Insurance Company PLC on Our behalf. In consideration of the premium having been paid to Us and subject to the terms, conditions, exclusions and limitations set out in this Section and Policy, You are indemnified as follows:

#### 1 Indemnity

Up to the Indemnity Limit for Damages and claimant's costs for which You are legally liable to pay resulting from claims first made against You during the Period of insurance and arising out of the ordinary course of the Professional Business, in consequence of:

- a breach of professionals duty;
- b dishonest, fraudulent or malicious act or omission of any former or present Employee (which term, for the purpose of this clause alone, will not include any principal, partner, member or director of Yours) provided that no indemnity will be given under this Section in the event that any principal, partner, member or director of Yours conspired to commit or condoned any such dishonest, fraudulent or malicious act or omission;
- c libel, slander or defamation;
- d confidentiality or other invasion, misuse of private information, infringement or interference with rights of privacy or publicity including false light and the public disclosure of private facts including misuse of any information which is either confidential or subject to statutory restrictions;
- e unintentional infringement of intellectual property rights except patents;
- f the loss of or damage to Documents;
- g any other civil liability not otherwise excluded.

## 2 Legal Defence Costs and Expenses

We will pay in addition to any indemnity under Insuring Clause 1, all Defence Costs and Expenses provided that:

- a if the amount paid or agreed to be paid by or on behalf of You to dispose of a claim exceeds the Indemnity Limit We will only be liable for that proportion of the Defence Costs and Expenses which the Indemnity Limit bears to the amount paid or agreed to be paid;
- b in the event that We elect to make a payment to You pursuant to Notification and Claims Condition 2.2 then We will have no liability to pay Defence Costs and Expenses incurred after the date upon which such payment is made.

## 3 Costs for Prosecuting Infringement of Your Intellectual Property Rights

Up to a maximum of £ 25,000 in the aggregate in the Period of Insurance, for the reasonable and necessary costs and expenses incurred by You, with prior written consent from HCC International Insurance Company PLC, in the pursuance of any claim first made by You against a third party during the Period of Insurance, for infringement of intellectual property rights first discovered by You during the Period of Insurance where the ownership of such rights is vested in You for the purposes of this Insuring Clause We will only give prior consent where You have provided, at Your expense, an opinion from a solicitor, barrister or suitably qualified intellectual property agent evidencing the

existence of Your intellectual property rights, the infringement of those rights, a measurable loss and a reasonable prospect of success.

## 4 Costs for Representation

Up to a maximum of £250,000 in the aggregate in the Period of insurance for all reasonable and necessary legal costs incurred by You with prior written consent from HCC International Insurance Company PLC for representation at any inquiry or other proceeding which has, in Our sole opinion, a direct relevance to any claim, Circumstance or event which could form the subject of indemnity under this Section. For the avoidance of doubt Costs for Representation cover does not apply to Insuring Clause 3.

## 5 Irrecoverable Fees

Up to the Indemnity Limit for amounts owed to You, including amounts legally owed by You to sub-contractors or suppliers, due to the refusal of Your client to pay for work done by You for them where such client has reasonable grounds for being dissatisfied with the work and threatens to bring a claim for more than the amount owed, and which would otherwise be covered under Insuring Clause 1, provided that such threat is first made against You and notified to Us during the Period of Insurance. In such circumstances, if it is possible to settle the dispute by agreeing not to pursue the outstanding amount, We will agree to pay the amount owed if they consider that it will avoid a legitimate claim under Insuring Clause 1 for a greater amount. If, following this, a claim under Insuring Clause 1 still arises then the amount paid under this clause will be deducted from the Indemnity Limit. If You eventually recover part or all of the debt then such recovered amount will be repaid to Us less Your reasonable expenses of recovering the debt due.

## 6 Data Protection Defence Costs

Up to a maximum of £250,000 in the aggregate in the Period of Insurance, in respect of legal costs and expenses incurred with prior written consent from HCC International Insurance Company PLC in the defence of any criminal proceedings brought against You during the Period of Insurance under The Data Protection Act 1998 or amending or superseding legislation provided always that:

- a the act, error or omission giving rise to the proceedings will have been committed by You in the ordinary course of Your Professionals Business;
- b We will be entitled to appoint solicitors and counsel to act on Your behalf;

- c We will have no liability to pay costs and expenses incurred subsequent to a plea or finding of guilt on Your part, or in the event that counsel should advise that there are no reasonable prospects of successfully defending the proceedings, except for costs incurred solely for the purpose of making a plea in mitigation before sentencing or costs incurred in making an appeal if counsel will advise that the prospects of a successful appeal following a finding of guilt are reasonable;

For the avoidance of doubt the indemnity provided under Insuring Clauses 3), 4) & 6) is not additional to and will not increase the Indemnity Limit.

## Exclusions

We will not be liable to indemnify You against any Claim:

### 1 Employers Liability

arising directly or indirectly from bodily injury, sickness, disease, psychological injury, emotional distress, nervous shock or death sustained by any Employee arising out of or in the course of their employment by You, or for any breach of any obligation owed by You as an employer to any partner, principal, director, member or Employee or applicant for employment;

### 2 Bodily Injury/Property Damage

for bodily injury, sickness, disease, psychological injury, emotional distress, nervous shock or death sustained by any person or any loss, damage or destruction of property unless such claim arises directly from negligent advice, design, specification, formula or other breach of professionals duty by You;

### 3 Land, Buildings etc.

arising directly or indirectly from the ownership, possession or use by You or on Your behalf of any land, buildings, aircraft, watercraft, vessel or mechanically propelled vehicle;

### 4 Dishonesty

arising directly or indirectly from any dishonest, fraudulent, malicious or illegal act or omission of You or any Employee, except as covered by Insuring Clauses 1 b);

### 5 Contractual Liability

arising directly or indirectly from any breach or alleged breach of any contractual duty or duty of care owed or alleged to have been owed by You to any third party and which is more onerous than any duty that would otherwise be implied by common law or statute;

### 6 Products

arising out of or relating to:

- a goods or products sold or supplied, repaired other than any medicinal products in the course of any animal treatment;
- b goods or products repaired, altered, manufactured, installed or maintained; or
- c buildings, building works or physical structures constructed, repaired, installed, erected, removed or demolished;

by You or any related company or sub-contractor of Yours;

### 7 Insolvency/Bankruptcy of You

arising out of or relating directly or indirectly to Your insolvency, liquidation, receivership or bankruptcy;

### 8 Seepage and Pollution

arising out of or relating directly or indirectly to, in consequence of or in any way involving seepage, pollution or contamination of any kind;

### 9 Claims or Circumstances Known at Inception

arising directly or indirectly from any claim or Circumstance of which You were, or ought reasonably to have been, aware prior to inception of this Section, whether notified under any other insurance or not;

### 10 Legal Action

in respect of an action for Damages:

- a brought outside the Jurisdiction (including the enforcement within the Jurisdiction of a judgment or finding of another court or tribunal that is not within the Jurisdiction);
- b in which it is contended that the governing law is outside the Jurisdiction;
- c brought outside the Jurisdiction to enforce a judgment or finding of a court or other tribunal in any other jurisdiction;

### 11 Fines and Penalties

for penalties, fines, multiple, exemplary, liquidated or other non-compensatory Damages awarded other than in actions brought for libel, slander or defamation in so far as they are covered by this Section;



**12 Claims by Financially Associated Persons or Entity**

made against You by any Financially Associated Person or Entity whether alone or jointly with any other person or entity. However, this exclusion will not apply to any claim brought against such Financially Associated Person or Entity by an independent third party and which would, but for this exclusion, be covered by this Section;

**13 Retroactive Date**

made by or against or incurred by You arising from any act or omission or originating cause that occurred prior to the Retroactive date stated in the Schedule;

**14 Excess**

for the amount of or less than the Excess. The Excess will be deducted from each and every claim paid under this Section.

**15 Asbestos**

arising directly or indirectly out of or resulting from or in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity.

**16 Other Appointments**

made against You in the capacity of:

- a** director or officer of the Business or of any other company or arising out of the management of the Business or of any other company; or
- b** trustee of any trust or as officer or employee of any pension fund or any other employee benefit scheme, whether for the benefit of members or of Your Employees or otherwise;

**17 Trading Losses**

arising out of:

- a** any trading loss or trading liability incurred by any business managed or carried on by You (including the loss of any client account or business);
- b** loss caused by You in consequence of a share or asset sale to any prospective purchaser, associated business, merger partner, joint venture partner or similar because of any misstatement or misrepresentation made by You;
- c** the actual or alleged over-charging or improper receipt of fees by You;

**18 Other Insurances**

in respect of which You or but for the existence of this Policy would be entitled to indemnity under any other insurance except in respect of any excess beyond the amount which is payable under such other insurance;

**19 Patents**

arising directly or indirectly from the infringement of any patent;

**20 Obscenity**

arising directly or indirectly from any obscenity, blasphemy or pornographic material

**21 Libel slander or defamation**

for libel, slander or defamation arising statements made or published by You unless You can demonstrate that You neither knew nor ought reasonably to have known that the statement was defamatory at the time that it was published;

**22 Restricted Recovery Rights**

where Your right of recovery from any third party in respect of that claim has been restricted by the terms of any contract entered into by You;

**23 Contractual Remedies**

for any award of, or liability to pay, compensation or Damages where You have assumed an obligation to pay compensation or Damages in excess of any amount that would otherwise be awarded under statute or common law;

**24 Financial Advice**

arising directly or indirectly from the provision by You of any investment or financial advice or arrangements made by or on Your behalf in respect of any finance, credit or leasing agreement;

**25 Employee Benefit Schemes / Stocks and Shares**

arising directly or indirectly from the operation or administration of any pension or other employee benefit scheme or trust fund, or the sale or purchase or dealing in any stocks, shares or securities or the misuse of any information relating to them or the breach of any related legislation or regulation;

**26 Taxation, Competition, Restraint of Trade**

arising directly or indirectly from the breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation;

**27 Official Action or Investigation**

arising from any official action or investigation by or decision or order of any public, local or government body or authority, except as covered by Insuring Clause 6 (Data Protection Defence Costs);

### 28 Loss, Damage or Destruction of Bearer Bonds or Coupons

arising from the loss, Damage or destruction of any bearer bonds, coupons, bank or currency notes, share certificates, stamps or other negotiable paper;

### 29 Deliberate Acts

arising directly or indirectly from any deliberate or reckless breach, act, omission or infringement committed, condoned or ignored by You except as covered by Insuring Clause 1b;

### 30 Utility provider

arising out of the failure of the service provided by an internet service provider, any telecommunications provider or other utility provider;

### 31 Costs and Expenses incurred without prior consent

for costs and expenses incurred without Our prior consent;

### 32 Territorial limits

in respect of work carried out outside the Territorial Limits stated in the Schedule.

## Notification and Claims Conditions

### 1 Claim/circumstance notification

As conditions precedent to Your right to be indemnified under this Section You;

- 1.1** will inform HCC International Insurance Company PLC in writing, as soon as possible, and in any event within 28 days of the receipt, awareness or discovery during the Period of Insurance of:
- a** any claim made against You;
  - b** any notice of intention to make a claim against You;
  - c** any Circumstance;
  - d** the discovery of reasonable cause for suspicion of dishonesty or fraud.

provided always that such notification is received by HCC International Insurance Company PLC before the expiry of the Period of Insurance, or if You renew this Section with Us, within 7 days after its expiry.

Such notice having been given as required in **b, c or d** above, any subsequent claim arising out of such notified matters will be deemed to have been made during the Period of Insurance;

- 1.2** will not, in respect of any of the matters specified in **1.1 a to 1.1 d** above to, admit liability, make any offer for or settle any claim, or incur any costs or expenses in connection with any such claim or Circumstance, without prior written consent from HCC International Insurance Company PLC; and

- 1.3** will, as soon as practicable given the circumstances, give all such information and assistance as We may require and provide Your full co-operation in the defence or settlement of any such claim.

Every letter of claim, writ, summons or process and all documents relating thereto and any other written notification of claim will be forwarded, unanswered, to HCC International Insurance Company PLC immediately they are received. You will at all times, in addition to Your obligations set out above, afford such information to and co-operate with Us and HCC International Insurance Company PLC to allow Us or HCC International Insurance Company PLC to be able to comply with such relevant Practice Directions and Pre-Action Protocols as may be issued and approved from time to time by the Head of Civil Justice.

## 2 Conduct of Claims

- 2.1** Following notification under condition 1. above We will be entitled at Our expense to take over and within Our sole discretion to conduct in Your name the defence and settlement of any such claim.

Nevertheless neither You nor Us will be required to contest any legal proceedings unless a Queens Counsel (to be mutually agreed upon by You and Us) will advise that such proceedings should be contested.

- 2.2** We may at any time in connection with any claim made, pay to You the Indemnity Limit (after deduction of any sums already paid) or any lesser sum for which, in Our sole opinion, the claim can be settled and upon such payment being made We will relinquish the conduct and control of and have no further liability in connection with the claim. For the avoidance of doubt, We will have no liability to pay Defence Costs and Expenses incurred after the date upon which any such payment is made.



## Special Notification Conditions

### Definition

For the purposes of these Special Notification Conditions Adjudication notice will mean any adjudication notice pursuant to contract (including a “Notice of Adjudication” and/or “referral notice” pursuant to the Scheme For Construction Contracts (England & Wales) Regulations 1998 and/or the Scheme For Construction Contracts (England & Wales) Regulations 1998 (Amendment) (England) Regulations 2011 and/or The Scheme for Construction Contracts (Scotland) Regulations 1998) and “adjudication” and “adjudicator” will be construed in that context:

- 1 You will give HCC International Insurance Company PLC written notice within 2 working days of:
  - 1.1 the receipt of any such adjudication notice;
  - 1.2 the receipt of any indication, whether in writing or otherwise, of an intention on the part of any party to serve You with an adjudication notice;
  - 1.3 becoming aware of circumstances in which the commencement of an adjudication involving You is likely.

This notice must be given during the Period of Insurance.
- 2 You must promptly supply HCC International Insurance Company PLC with all details relating to any references to adjudication, including copies of all documentation made available to You.
- 3 You must:
  - a allow Us or HCC International Insurance Company PLC to appoint advisors and to have conduct of the adjudication as We or HCC International Insurance Company PLC deem appropriate;
  - b co-operate with Us and Our advisors in the conduct of the adjudication;
  - c meet any request, direction or timetable of the adjudicator;
  - d not agree to accept the decision of the adjudicator as finally determining the dispute without HCC International Insurance Company PLC prior written consent.
- 4 The adjudication provisions in the contract (if any) or otherwise applying to the contract must:
  - a provide that the adjudicator must be independent of the parties to the dispute;
  - b not allow for the adjudicator's decision to finally determine the dispute;

- c not allow the adjudicator to disregard the legal entitlements of the parties in order to reach a decision based on commercial or other considerations;
- d not place restrictions upon the timing of the commencement of legal or arbitration proceedings (for the sake of clarity this does not apply to adjudication proceedings).

### Further Condition

We will be entitled to pursue legal proceedings, arbitration or other proceedings in the name of and on behalf of You to challenge, appeal, re-open or amend any decision, direction, award or exercise of any power of the adjudicator or to stay the enforcement of any such decision, direction, award or exercise of power. You will give all such assistance as We may reasonably require in relation to such proceedings or arbitration.

### Conditions

The following Conditions apply to this Section:

#### 1 Policy Construction and Disputes

Each party agrees to refer any such dispute to a mediator to be agreed between You and Us within 14 working days of any dispute arising under this Section. If a mediator is not agreed then either party may apply to the Centre for Effective Dispute Resolution (CEDR) for the appointment of a mediator.

The parties agree to share equally the costs of CEDR and of the mediator and that the reference of the dispute to mediation will be conducted in confidence.

You and Us agree to perform their respective continuing obligations under this Section while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations. If any such dispute is not resolved by mediation or You and Us cannot agree upon the appointment of a mediator or the form that the mediation will take the dispute will be submitted to the exclusive jurisdiction of any court of competent jurisdiction within England and Wales and each party agrees to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder will be determined in accordance with the law and practice of such court.

## 2 Waiver of Subrogation Against Employees

We will not exercise any right of subrogation against any former or present Employee, unless We will have made a payment caused, brought about or contributed to by any act or omission of the Employee or former Employee which was dishonest, fraudulent or malicious or the Employee or former Employee conspired to commit or condoned any such dishonest, fraudulent or malicious act omission.

## 3 Dishonest or Fraudulent Act or Omission

In the event of a loss or claim which involves the dishonest, fraudulent or malicious act or omission of any former or present Employee You will take all reasonable action (including legal proceedings) to obtain reimbursement from the Employee concerned (and from any Employee who may have conspired to commit or have condoned such act or omission) or from the estate or legal representatives of such Employee. Any monies which but for such dishonest, fraudulent or malicious act or omission would be due to such Employee from You or any monies held by You for such Employee will be deducted from any amount payable under this Section.

## 4 Invalidity

If any provision of this Section is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable this will not affect the other provisions of this Section which will remain in full force and effect.

## 5 Notices

Notice will be deemed to be duly received in the course of post if sent by pre-paid letter post properly addressed to:

- a in the case of You, to Your last known address;
- b in the case of Us, to U K Insurance Limited and/or such other authorised Insurer as U K Insurance Limited may contract to underwrite any part of this Section.

## 6 Reasonable Steps to Avoid Loss

Without prejudice to the Notification and Claim Conditions in this Section, You will take all reasonable steps to avoid or mitigate any loss, damage or liability that may result in any claim or Circumstance notifiable under this Section.

## 7 International Sanctions

We will not provide cover, be liable to pay any claim or provide any benefit if to do so would expose Us (or any parent company, direct or indirect holding company of Us) to any penalty or restriction (including extraterritorial penalties or restrictions so far as such do not contradict laws applicable to Us), arising out of any trade and economic sanctions laws or regulations which are applicable to it.

## 8 Assignment

The insurance by this Section (including any benefits it confers and provides) is not assignable to any third party without Our express approval confirmed in writing by Us.

## 9 Change of Control

In the event that You merge into or consolidate with or sell all or substantially all of Your assets or shares to a third party (whether a company, corporation or any other legal entity or person) or there is any acquisition of more than fifty percent (50%) of Your voting share capital by a third party (whether a company, corporation or any other legal entity or person) You will give written notice of such event prior to its execution. Upon receipt of such notice, We may at Our absolute discretion agree to continuation of this Section, to be confirmed by way of a written endorsement to this Section. In the absence of such agreement and/or if notice is not forthcoming as required under this Condition, the cover provided by this Section will cease with at the date of the change of control.

For the avoidance of doubt, You will not be entitled to an indemnity in respect of any claims made under this Section where notification of the claim occurs after a change in control (as referred to in this Condition) where the change of control was not reported to Us and approved in accordance with this Condition.

# Section 5: Personal Accident

## Definitions

### Accident

Bodily injury caused solely by violent accidental, external and visible means which injury will within one year of the happening of such injury and independently of any other cause be the sole cause of any of the Results.

### Person Insured

You or Your partners directors or Employees aged not less than 16 years nor more than 75 years when named in the Schedule.

### Result

- 1 Death (which will not be presumed by disappearance of the Person Insured)
- 2 Disablement being:
  - a Total loss by permanent loss of all sight in one or both eyes;
  - b Total loss by physical severance or total and permanent loss of use of one or both hands or feet;
  - c Total and permanent disablement from engaging in or attending to business of any kind;
- 3 Temporary total disablement from engaging in or attending to usual business.

## Cover

In the event of any Accident happening to the Person Insured who suffers any of the Results We will pay the Person Insured or their legal personal representative the Benefit stated in the Schedule for that Result:

## Exclusions

This Section will not apply to an Accident or Result consequent upon:

- 1 the Person Insured being in or on or entering into or descending from any aircraft other than a fully licensed passenger carrying aircraft in which the Person Insured is travelling as a passenger other than as a member of the crew and not for the purpose of undertaking any trade or technical or sporting activity therein or thereon.  
The expression "aircraft" means any vessel craft or thing made or intended to float in or travel through the air other than a hovercraft;
- 2 the Person Insured engaging in:
  - a winter sports, mountaineering requiring the use of guides or ropes, sub-aquatic or subterranean pursuits, aeronautic sports;

- b riding or driving in or practising for any race, polo playing, steeplechasing, hunting, showjumping, motor cycling (the term "motor cycling" includes motor scooters but not motor-assisted pedal cycles), pillion riding of any kind;
- 3 the Person Insured suffering from illness or disease not resulting from bodily injury or suffering from bodily injury due to any gradually operating cause;
- 4 the influence of intoxicating liquor or drugs taken by the Person Insured (other than for drugs taken under medical supervision unless for the treatment of drug or alcohol addiction) or insanity (whether temporary or otherwise) or any sexually transmitted or communicable disease;
- 5 intentional self-injury, suicide or attempted suicide, provoked assault, fighting (except in bona fide self-defence), or wilful exposure to needless peril (except in an attempt to save human life);
- 6 or contributed to by any Person Insured suffering from any pre-existing physical or mental defect or infirmity;
- 7 the Person Insured failing to obtain and follow proper medical or surgical advice as soon as practicable.

## Special Conditions applicable to this section

### 1 Limit of Liability

Compensation for Result 3 will:

- a not exceed normal weekly net earnings;
- b be payable for a period not exceeding 104 weeks from the beginning of the second week after the commencement of the Result;
- c be payable when the total amount has been agreed or at Your request at intervals of not less than four weeks (but not in advance) commencing eight weeks after receipt by Us of Your written notice of the Accident.

When Compensation is payable for Result 3 We will also pay up to fifteen per cent of the amount of such Compensation in respect of the charges of a qualified and registered medical practitioner for professional treatment reasonably incurred by the Person Insured in connection with the Injury causing the Result.

Compensation will not be payable for more than one of the Results described under 1 or 2 above and when payable for one of those Results will be payable for Result 3 caused by the same Accident nor for any of the Results caused by any subsequent Accident.

## 2 Change in Circumstances

You will give immediate written notice to Us of any change in the business or in the business or duties or habits or pursuits of any Person Insured and pay any additional premium that may be required by Us and before each renewal of this Section will give written notice to Us of any injury or disease with which any Person Insured has been or is affected and of which You have become aware.

We will not be bound to notice or be affected by any notice of trust charge or alienation relating to this Section and Your receipt or that of Your legal personal representatives will in all cases effectually discharge Us.

# Section 6: Money

## Definitions

### Money

Cash, bank and treasury notes, cheques and giro cheques (other than blank or partly completed cheques and giro cheques), travellers cheques, bills of exchange, bankers drafts, giro drafts, postal orders, money orders, premium bonds, unused current postage and revenue stamps, trading stamps, unaffixed national insurance stamps, National Savings and holiday with pay stamps, gift tokens, luncheon vouchers, phone cards, telephone charge cards, consumer redemption vouchers and travel tickets all belonging to You or for which You have accepted responsibility.

### Non-Negotiable Money

Crossed cheques, crossed giro cheques, crossed bankers drafts, crossed giro drafts, crossed postal and crossed money orders, National Savings certificates, premium bonds, unexpired units in franking machines, stamped national insurance cards, credit card sales vouchers, debit card sales vouchers, VAT purchase invoices all belonging to You or for which You have accepted responsibility.

### Territorial Limits

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man

### Situations

#### a In Transit

in transit in Your custody or any authorised person acting on Your behalf or by registered post.

#### b Bank Night Safe

in a bank night safe.

#### c Private Dwellings

in Your private dwelling or that of any of Your directors, partners or authorised Employees.

### Cover

We will indemnify You for Damage by any cause to Money in any of the Situations occurring within the Territorial Limits during the Period of Insurance from any cause not specifically excluded in this Section nor in the General Exclusions of this Policy.

Provided that Our liability will in no case exceed the Limits stated in the Schedule.

## Extensions

### 1 Non-Negotiable Money

We will indemnify You for Damage by any cause to Non-Negotiable Money in any of the Situations occurring within the Territorial Limits provided that Our liability will in no case exceed £250,000.

### 2 Damage to Safes and Carrying Cases

We will indemnify You against such Damage in the event of Damage to any:

- a safe or strongroom; and
- b case, bag or waistcoat when used for the carriage of Money;

directly associated with any theft or attempted theft of Money up to an amount not exceeding the cost of repair or replacement.

### 3 Damage to Clothing

Damage to clothing and personal effects belonging to You or any of Your directors, partners or Employees (up to an amount not exceeding £500 any one person) resulting from theft or attempted theft of Money.

## Exclusions

We will not be liable under this Section for Damage:

- a arising from fraud or dishonesty of any of Your Employees unless discovered within 14 working days after the occurrence of Damage;
- b due to errors, omissions, depreciation in value, loss of market, loss of interest or indirect loss of any kind;
- c from unattended vehicles;
- d arising from the use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable for any reason.

## Special Conditions

It is a condition precedent to Our liability that:

### 1 Transit Limits

Money in transit is to be accompanied by the following numbers of authorised persons between the ages of 16 and 75:

| Amount of Money in transit at any one time | Accompaniment requirement |
|--|---------------------------|
| Up to £2,000                               | 1 person                  |
| Over £2,500 up to £5,000                   | 2 persons                 |

### 2 Safe Keys

All keys or notes of combinations of safes or strongrooms will be in Your custody or that of an authorised Employee and must be kept on or about Your person or authorised Employee or in a secure place not in the vicinity of the safes.

## Special Extension – Personal Accident (Assault)

### Definitions

#### Person Insured

You or any of Your directors, partners or Employees aged not less than 16 years nor more than 75 years.

#### Injury

Accidental bodily injury caused solely and directly by violence occurring during theft of Money or Non-Negotiable Money.

| Results   | Benefit        |
|---|----------------|
| 1 Death which will not be presumed by disappearance of the Person Insured | £10,000        |
| 2 Loss of Limbs and/or Loss of Sight                                      | £10,000        |
| 3 Permanent Total Disablement   | £10,000        |
| 4 Temporary Total Disablement   | £100 per week  |
| 5 Temporary Partial Disablement   | £30 per week   |
| 6 Incurred Medical Expenses   | £500 (maximum) |

#### Loss of Limbs

Physical separation of one or more hands or feet or permanent and total loss of use of one or more hands or feet.

#### Loss of Sight

Total and irrecoverable loss of sight in one or both eyes.

#### Permanent Total Disablement

Permanent disablement rendering the Person Insured unable to attend to their usual occupation.

#### Temporary Total Disablement

Temporary disablement rendering the Person Insured unable to attend to their usual occupation.

#### Temporary Partial Disablement

Temporary disablement rendering the Person Insured unable to attend to a substantial and essential part of their usual occupation.

#### Medical Expenses

The cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital nursing home and ambulance charges.

## Cover

### 1 Personal Accident (Assault)

In the event of Injury to any Person Insured whilst engaged in their occupation in the Business which within twenty-four months is the sole cause of any of the Results. We will pay the Benefits stated in the Schedule to You or Your legal representative.

#### Exclusion applicable to this Special Extension

We will not be liable under this Special Extension in respect of any death or disablement attributable to or accelerated by a pre-existing physical or mental condition.

#### Special Conditions applicable to this Special Extension

The following Conditions apply to this Special Extension of the Policy

- 1 The following Benefit limitations apply:
  - a No further Benefit will be payable to the same Person Insured after payment of any Benefit for Injury under Results 2 or 3.
  - b Benefit under Result 3 is not payable before 104 weeks from the date of Injury or following a payment of Benefit under Result 2.
  - c Any Benefit paid under Result 4 will be deducted from any Benefit thereafter becoming payable under Results 1, 2 or 3.

- d** Benefit under Results 4 or 5 or any combination thereof is payable for a maximum of 104 weeks from the date of commencement of the first of these Results to occur.
  - e** Benefit under Results 4 and 5 will be payable when the total amount has been agreed by Us or at Your request at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt of written notice to Us of the Injury for which the Benefit is to be paid.
- 2** In the event of death We will be entitled to have a post-mortem examination at Our own expense.
- 3** In the event of disablement the Person Insured must immediately place himself/herself under the care of a qualified medical practitioner and as often as may be required must submit to medical examination at Our expense.
- 4** All certificates, information and evidence required by Us will be furnished at Your expense under this Section and will be in such form and of such nature as We will prescribe.



# Section 7: Business Equipment

## Definitions

### Territorial Limits

Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### Tools and Business Equipment

Portable tools and business equipment including portable electronic equipment belonging to You or any of Your directors or Your partners or any Employee or for which they are responsible, but not if any such items are more specifically insured elsewhere.

### Cover

We will indemnify You at Our option by payment reinstatement or repair in respect of Damage to any Tools and Business Equipment occurring within the Territorial Limits in the course of the Business during the Period of Insurance from any cause not excluded in this Section nor in the General Exclusions of this Policy.

Provided that Our liability will not exceed the Sums Insured specified in Section 7 of the Schedule.

### Special Condition

#### 1 Excess

We will not be liable for the first amount of each and every claim under this Section shown in the Schedule.

### Exclusions

We will not be liable under this Section in respect of:

- 1 Damage due to wear and tear gradual deterioration, mildew, vermin, insects, damp, rust, corrosion, erosion or any other gradually operating cause;
- 2 Damage due to exposure to weather conditions of any portable Tools and Business Equipment located in the open or in open-sided buildings;
- 3 Damage to:
  - a any mechanically propelled vehicle or plant for which compulsory insurance or security is required under any legislation governing the use of the vehicle or plant but this Exclusion will not apply to any such vehicle or item of plant which is not otherwise insured and which at the time of the Damage is being used at the sites of the contracts as a tool of the trade or being carried to or from such site;
  - b any item of Tools and Business Equipment caused by its own mechanical or electrical breakdown or derangement;

- c any part of any electrical Tools and Business Equipment directly caused by breakdown leakage of electricity or excessive pressure therein or by its own short-circuiting or over-running but Damage to any other part of such Tools and Business Equipment or to other Tools and Business Equipment by the spread of fire therefrom is not excluded;
- d any Tools and Business Equipment as a result of normal upkeep or normal making good;
- e any Tools and Business Equipment let out on hire;
- 4 unexplained losses, shortages due to error or omission losses discovered at times of normal stocktaking or making an inventory or loss resulting from You voluntarily parting with title or possession of any Tools and Business Equipment if induced to do so by deception;
- 5 Damage occasioned by delay embargo nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority;
- 6 indirect loss of any kind;
- 7 Damage due to theft or attempted theft of or from any unattended vehicle:
  - a unless it is securely locked at all points of access; and
  - b between 9pm and 6am the vehicle is in a securely locked building or guarded security park;
- 8 Damage resulting from theft or attempted theft whilst left overnight, not in a vehicle, unless in a securely locked building;
- 9 Damage to goods in an open-backed vehicle caused by theft or attempted theft;
- 10 Damage to glass and other fragile or brittle articles (other than lenses) unless caused by fire, theft or accident to the vehicle in which the property is being transported;
- 11 Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to Tools and Business Equipment caused by:
  - a pollution or contamination which itself results from a Defined Peril;
  - b a Defined Peril which itself results from pollution or contamination;

The Defined Perils are:

Fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, storm, flood, escape of water or oil from any tank apparatus or pipe, sprinkler leakage, theft or impact by any road vehicle or animal.

## Extensions

### 1 Automatic Reinstatement following a claim

In the event of a claim for Damage insured by this Section the Sums Insured will be reinstated automatically in full from the date of the Damage.

Provided that:

- a You will comply with any reasonable recommendations We may make to prevent further Damage; and
- b You will pay as consideration an additional premium on the amount of each claim from the date of the incident to the date of the expiry of the Period of Insurance.

### 2 Other Interests

The interest in any portion of the Tools and Business Equipment of any party entering into an agreement with You (or any of Your principals) is noted in this insurance to the extent that the agreement entered into with You (or any of Your principals) requires such interest to be noted.

Provided that such other party will observe fulfil and be subject to the terms, conditions, exclusions and limits of this Section and the Policy insofar as they can apply.

# Section 8: Business Stock

## Definitions

### Business Stock

Stock in trade which belongs to You or for which You are responsible.

### Territorial Limits

Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### Cover

We will indemnify You at Our option by payment reinstatement or repair in respect of Damage to any Business Stock occurring within the Territorial Limits in the course of the Business during the Period of Insurance from any cause not excluded in this Section nor in the General Exclusions of this Policy.

Provided that Our liability will not exceed the Sums Insured specified in Section 8 of the Schedule.

### Special Condition

#### Excess

We will not be liable for the first amount of each and every claim under this Section as shown in the Schedule.

#### Exclusions

We will not be liable under this Section in respect of:

- 1 Damage due to wear tear, gradual deterioration, mildew, vermin, insects, damp, rust, corrosion, erosion or any other gradually operating cause;
- 2 Damage due to exposure to weather conditions of any moveable Business Stock located in the open or in open-sided buildings;
- 3 Damage to:
  - a any item of Business Stock caused by its own mechanical or electrical breakdown or derangement
  - b any part of any electrical Business Stock directly caused by breakdown leakage of electricity or excessive pressure therein or by its own short-circuiting or over-running but Damage to any other part of such Business Stock or to other Business Stock by the spread of fire therefrom is not excluded;
  - c any Business Stock as a result of normal upkeep or normal making good;
  - d any Business Stock let out on hire;

- 4 unexplained losses shortages due to error or omission losses discovered at times of normal stocktaking or making an inventory or loss resulting from You voluntarily parting with title or possession of any Business Stock if induced to do so by deception;
- 5 Damage occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority;
- 6 indirect loss of any kind;
- 7 Damage due to theft or attempted theft of or from any unattended vehicle:
  - a unless it is securely locked at all points of access, and
  - b between 9pm and 6am the vehicle is in a securely locked building or guarded security park;
- 8 Damage resulting from theft or attempted theft whilst left overnight, not in a vehicle, unless in a securely locked building;
- 9 Damage to goods in an open-backed vehicle caused by theft or attempted theft;
- 10 Damage to glass and other fragile or brittle articles (other than lenses) unless caused by fire, theft or accident to the vehicle in which the property is being transported;
- 11 Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to Business Stock caused by:
  - a pollution or contamination which itself results from a Defined Peril;
  - b a Defined Peril which itself results from pollution or contamination;

The Defined Perils are:

Fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, storm, flood, escape of water or oil from any tank apparatus or pipe, sprinkler leakage, theft or impact by any road vehicle or animal.

## Extensions

### 1 Automatic Reinstatement following a claim

In the event of a claim for Damage insured by this Section the Sums Insured will be reinstated automatically in full from the date of the Damage.

Provided that You:

- a comply with any reasonable recommendations We may make to prevent further Damage;
- b pay as consideration an additional premium on the amount of each claim from the date of the incident to the date of the expiry of the Period of Insurance.

### 2 Debris Removal

We will indemnify You for costs and expenses necessarily incurred by You with Our consent in:

- a removing debris of Business Stock from the site of the property destroyed or damaged and the area immediately adjacent to such site;
- b clearing and/or repairing of drains or watercourses within the confines of sites of the contracts:

following Damage to Business Stock.

Provided that:

- i We will not pay for any costs and expenses arising from pollution or contamination of property not insured by this Section; and
- ii Our liability will not exceed 25% of the value of the Sum Insured stated in the Schedule for each item.

### 3 Other Interests

The interest in any portion of the Business Stock of any party entering into an agreement with You (or any principal of You) is noted in this insurance to the extent that the agreement entered into with You (or any principal of You) requires such interest to be noted.

Provided that such other party will observe fulfil and be subject to the terms, conditions, exclusions and limits of this Section and the Policy insofar as they can apply.

# Privacy Notice

This privacy notice tells You what We do with information We collect about You. It's relevant to anyone who uses Our services, including policyholders, prospective policyholders, Website users and beneficiaries under Our policies, such as named drivers. We refer to all these individuals as "customers" or "You" in this notice.

## 1 Who "We" are

In the context of Petcover EU Limited trading as British Pet Insurance Services Policy, Petcover EU Limited and U K Insurance Limited (together "We", "Us" or "Our") are the data controllers of Your personal information. Petcover EU Limited are responsible for the arranging and administering of Your British Pet Insurance Services Policy and any marketing activity and U K Insurance Limited process Your information for underwriting and claims fulfilment purposes.

You can contact Petcover EU Limited on data privacy matters at [info@petcover.uk.com](mailto:info@petcover.uk.com) or by writing to them at Petcover EU Limited, 4 Bridge Road Business Park, Haywards Heath, West Sussex, RH16 1TX. Additionally You can contact U K Insurance Limited on data privacy matters in relation to underwriting or claims at Data Protection Officer, U K Insurance Limited, Churchill Court, Westmoreland Road, Bromley, Kent BR1 1DP or alternatively by email at [Data.Rights.Requests@directlinegroup.co.uk](mailto:Data.Rights.Requests@directlinegroup.co.uk).

U K Insurance Limited do not undertake any marketing activity in respect of Your British Pet Insurance Services Policy. You will need to contact British Pet Insurance Services if You require information or changes to Your marketing preferences are required.

## 2 What information do We collect about You?

### Information collected from You & cookies policy

Where We have collected information directly from You it will usually be obvious what this is, as You will have given it to Us. This might not be the case where We have used cookies to collect information from Your computer or portable electronic devices. Please see Our cookies policy for more information.

### Information collected from others

We can collect information about You from others. This includes information from:

- a **British Pet Insurance Services**, who We partner with to provide Your insurance Policy.

- b **Joint policyholders or policy beneficiaries.** Where You are named on a joint policy or a beneficiary of that policy We may collect information about You from any named policyholder. We will ask them to confirm that they have Your permission to give Us this information about You.
- c **Fraud prevention, law enforcement or government agencies and other data sources used to prevent or detect fraud or provide details to Us about criminal convictions or offences.**
- d **HM Treasury and other authorities in relation to regulatory issues** e.g. where someone is subject to a financial sanction they will appear on HM Treasury's asset freezing list.
- e **Credit reference agencies** e.g. credit searches that are made when We produce a quotation for a new policy or at renewal. (Note that the results of these searches are automatically deleted after 12 months and do not affect Your ability to obtain credit.) Please also see section 4 below.
- f **External sources such as no claims discount databases**, the electoral roll and insurance comparison websites to help Us decide what the risk is in selling the policy **and from companies that hold information about insurance renewal dates, marital status, household residents, vehicle details, employment status and household income** to help Us work out which information We should provide to You about Our other products and services.

### Sensitive personal information

We collect information that is sensitive, such as information about children, health or geo-location (which may be sensitive personal information because, for example, it can pinpoint Your location at a hospital), and information related to unspent past criminal convictions or offences. We also collect Your sensitive personal information for specific types of policy or applications, for example when offering You a travel policy or a driving application e.g. Telematics. We obtain this from Your mobile devices for driving applications and the following people:

- a The main policyholder will provide most of the information We collect about health (including confirming whether hospital treatment is being sought) and unspent criminal convictions or offences, including on behalf of others named on the insurance policy e.g. medical screening to support a travel policy;

- b Fraud prevention or law enforcement agencies may provide details to Us about criminal convictions or offences;
- c Witnesses to an accident may provide medical information to Us if there is an investigation of a claim;
- d We may use information about a child, for example, where the child is a beneficiary under a policy or if involved in an accident.

We collect and use this information as part of Your insurance quotation or contract with Us, or where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

### 3 What do We do with information We collect about You and why may We do this?

We use Your personal information in order to meet Our obligations in Our contract of insurance with You. We and other companies within Our group of companies use Your personal information in the following ways:

#### A Provide insurance services

When You request Us to provide You with a quote for one of Our insurance policies or You purchase an insurance policy from Us, We use information about You:

- a To decide what the risk might be in selling You the policy, to quote for, and provide You with, a premium for that policy and any special terms that may apply to that policy (noting that We may use automated decision making to make this assessment – see section 9 below);
- b To administer Your Policy and monitor the payment of instalments if You pay Your premium in this way;
- c To contact You about the policy (e.g. for billing or renewal purposes); and
- d To provide the agreed service if You make a claim (e.g. sending someone to assist You in a roadside breakdown situation or to provide You with medical assistance if You are injured or unwell when overseas).

We cannot provide the services unless We use the information about You in this way.

#### B Do what We are required to do by law

As part of Our duty as an insurer providing insurance services, sometimes We are required by law to use information about You:

- a To help make sure Our customers are being treated fairly (e.g. to assist Our regulators where We have a legal duty to do so);

- b To deal with complaints;
- c To help prevent and detect crime (including, for example, the prevention or detection of fraud); and
- d To comply with a legal or regulatory obligation.

We can use Your personal information in this way because We are required to do so by law.

#### C Prevent fraud occurring

Fraud has an impact on all customers as it increases costs for everyone. We use Your personal information to check for signs that customers might be dishonest (e.g. if someone has behaved dishonestly in the past it may increase the risk they will do so in future).

We may use Your personal information in this way because it is in Our interests to detect fraud and in all Our customers' interests to ensure that they are not prejudiced due to increased premiums as a result of a few customers acting dishonestly.

#### D Recover debt

If You owe Us money We will use Your personal information to help Us recover it.

We can use Your personal information in this way because it is a necessary part of the contract of insurance. We need to ensure that premiums are paid so that the majority of Our customers do not suffer (e.g. through increased premiums) due to the actions of a small minority of customers.

#### E Where Your or another person's life may be at risk

We will use Your personal information to assist where Your or another person's life or health is in danger and obtaining Your permission is not possible (e.g. arranging emergency medical treatment in a remote location).

#### F To administer and improve Our services

To administer Our services We will share information with others (including to people or organisations that may be based overseas):

- a In order to enable Us to process Your claim or administer Your insurance Policy more cost effectively;
- b To help develop Our products, services and systems to deliver You a better sales and claims experience in the future; and
- c To understand how Our prospective customers make decisions about which insurance policy is the optimal policy.



We may also process Your personal data to better understand You as a customer, including to determine how best to retain Your custom, and to ask You to provide feedback on the service We provide to You.

We can use Your personal information in this way because it is in Our legitimate interests to provide the services in the most efficient way. We will always ensure that We keep the amount of Your personal information that We collect and the extent of any processing to the absolute minimum to achieve this efficiency.

#### 4 Who do We share Your personal information with and why do We do it?

We may share Your personal information with third parties and other companies within Our group of companies for the purposes mentioned in section 3 above. A list of Our group companies can be found at [www.u-k-insurance.co.uk/group-companies.html](http://www.u-k-insurance.co.uk/group-companies.html). Alternatively, You can contact the Data Protection Officer for a list of them. Please see section 10. You should make sure everything You tell Us is correct because Your records may be checked in the following circumstances:

- a When You apply for insurance, financial services, or work;
- b By police and other law enforcement agencies.

In particular We share information with:

- a British Pet Insurance Services, We will provide them with information about Your insurance Policy, premium and claims history.
- b **Fraud prevention agencies that provide databases and services**, such as CIFAS, National Hunter, SIRA and ENI, to prevent or detect fraud.
  - i Fraud prevention agencies will process this personal information in order to assist Our prevention of fraud and money laundering, and to verify Your identity and may also process Your personal information in order to prevent fraud and money laundering by other people.
  - ii Fraud prevention agencies will hold Your personal information for up to 1 year, or up to 6 years if You're considered to pose a fraud or money laundering risk.
  - iii If We or a fraud prevention agency determine that You pose a fraud or money laundering risk, We may refuse to provide the services and / or financing You have requested.

A record of this risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services or financing to You. If You have any questions about this, please contact the appropriate fraud prevention agency.

- a **Law enforcement or government agencies.** We and fraud prevention agencies may permit law enforcement or government agencies to access and use Your personal information, if they request it.
- b **Credit reference agencies** help Us decide whether to offer You credit if You choose to pay Your premium by instalments. We share this information when You first take a policy with Us and at each renewal. We may exchange Your personal information with credit reference agencies to reflect Your credit application (as payment by instalments means that there will be a credit agreement between Us). We will let You know before We do this. This will be visible to other credit providers. Failure by You or anyone who pays for Your Policy to keep up the monthly payments due under Your credit agreement will be reflected in Your credit score, not theirs. The identities of the credit reference agencies and the ways in which they use and share personal information are explained in more detail at [www.experian.co.uk/CRAIN](http://www.experian.co.uk/CRAIN). Alternatively, You can call Us and We will send You a copy.
- c **Your spouse or partner** who calls Us on Your behalf, provided they are named on the Policy. Please tell Us who they are when You take out Your Policy. If You would like someone else to deal with Your Policy on Your behalf on a regular basis please let Us know. In some exceptional cases, We may also deal with other people who call on Your behalf, but only with Your permission. If at any time You would prefer Us to deal only with You, please let Us know.
- d **Other insurance companies** to help settle any insurance claim or to verify that the information You have provided is correct (e.g. We will check the amount of No Claims Discount You have told Us with Your previous insurer).
- e **Insurance industry bodies** such as The Motor Insurance Database to meet Our obligations under the Road Traffic Act.
- f **Insurance industry databases**, such as the Claims and Underwriting Exchange where You make a claim so that insurers can check that Your claims history is correct, the Insurance Fraud Register and, for commercial policies, the Employers' Liability Tracing Office.

**g Data verification and information** in certain circumstances We share Your claims history and some personal information, which You have provided, to Lexis Nexis Risk Solutions (part of the RELX Group of companies), to verify Your No Claim Discount, assist in the prediction of risk and to access information about Your previous motor insurance policies. Lexis Nexis uses information from other insurers to confirm Your No Claim Discount, where available. We also provide regular updates into the Lexis Nexis database. More information can be found at [www.risk.lexisnexis.co.uk/consumer-and-data-access-policies/insurance](http://www.risk.lexisnexis.co.uk/consumer-and-data-access-policies/insurance)

**h Government bodies**, such as the Driver and Vehicle Licensing Agency.

## 5 Will We send Your personal information overseas?

We may send Your personal information overseas to any part of the world. The protections given to Your personal information in other parts of the world will often not be as strong as in the UK. Where possible, We will put in place agreements with the people We send Your personal information to, to require them to treat Your personal information with the same protections that We apply ourselves. Our agreements may include standard terms provided by the EU called EU Model Clauses or may require the other party to be signed up to government standards that are recognised as providing the right level of protection such as “privacy shield” in the USA. But it is possible that regardless of what is set out in the agreement this would not stop a government in any part of the world from accessing Your personal information, as they can often have power to overrule any agreements We make.

In some cases We might need to share information to carry out the services We have promised to carry out, for example if You require urgent assistance abroad. In such an urgent situation We may not always have the time to put in place the type of agreement We would normally want to.

## 6 How long may We keep Your personal information for?

We are only allowed to keep Your personal information if We need it for one of the reasons We describe in section 3 above.

As a general rule, We will keep it for 6 years from the end of Your relationship with us, as it is likely that We will need the information for regulatory reasons, fraud prevention or to defend a claim. For example, should You wish to bring some form of legal action relating to Your relationship with Us, this would generally need to be done within 6 years from the end of that relationship. However there may be exceptions where We need to keep Your personal information for longer, such as where a claim has involved a minor.

We will also retain data in an anonymous form for statistical and analytical purposes, for example, to assess risk of flood damage occurring.

## 7 When can You ask us to stop using Your information?

If We rely on Your consent to collect and process Your personal information, You can ask us to stop using Your personal information at any time by withdrawing that consent and We will stop using Your personal information for those purposes. We may rely on Your consent to tell You about products or services which may be of interest to You or to use computers to make decisions about You to improve Our services or develop Our products (see section 9).

At any time, You can tell us to stop using Your personal information to tell You about products or services that may be of interest to You or allowing computers to make decisions about You in order to improve Our services or develop Our products (see section 9). To find out how to do this, see section 10.

## 8 What happens if You don't give us some of Your personal information?

Where You do not provide the personal information We need in order to provide the service You are asking for or to fulfil a legal requirement, We will not be able to provide the service that You are asking us to give You.

We will tell You about why We need the information when We ask for it.

## 9 When do We use computers to make decisions about You?

We will collect information about You and put this into Our computer systems. The computer systems will make certain automated decisions about You which will be based on comparing You with other people. This will have an impact in terms of the level of premium or product that We offer to You or the products or services that We decide to tell You about. We may also use automated decision making to conduct an identity verification check.

For example, if You are under 25 years of age, the computer system may determine that You are more likely to have a car accident. This is because the computer system has been told that more people aged under 25 have car accidents. Another example is that, if You are under 25, the computer system may determine that You are going to be interested in a travel policy which covers high risk activity, such as skiing. Therefore, We would proactively seek to tell You about such policies as We would consider them to be of interest to You.

This is important because:

- a In providing insurance services** it helps Us decide what price You should pay for Your Policy and understand any risks associated with that Policy;
- b In identity verification** it helps Us to check that You are who You say You are and to prevent others from imitating You;
- c In selling You other products** it helps Us decide which other products might be useful to You.

We also use computer systems to carry out modelling. Sometimes using Your personal information and sometimes using data in anonymised form. We conduct this modelling for a variety of reasons, for example, for risk assessment purposes to make decisions about You, such as Your likelihood to claim. However, We may also use Your personal information in that modelling to make decisions about how We improve and develop Our products and services, or Our pricing and underwriting, or to better understand how Our prospective customers make decisions about which policy is the optimal policy (i.e. We are not making decisions directly about You).

## 10 How to contact us about this privacy notice

Our Data Rights Team are responsible for responding to Your requests to exercise Your rights which are set out below. The Data Rights Team may be contacted at U K Insurance Limited, Churchill Court, Westmoreland Road, Bromley, BR1 1DP, or alternatively by email at [Data.Rights.Requests@directlinegroup.co.uk](mailto:Data.Rights.Requests@directlinegroup.co.uk).

**You may contact Us at the address above for one or more of the following reasons:**

- 1** To ask Us to correct information about You that is wrong or incomplete.
- 2** To delete personal information about You (the “Right to Erasure”). We are not required to erase information if We still need it for the purposes for which it was collected or processed, including to maintain records after cancellation or expiry of Your Policy, or where We have other legal grounds for processing Your information.
- 3** To tell Us You no longer agree to, that You object to, or that You wish to restrict Us using information about You and ask Us to stop.
- 4** A right of access, namely to ask Us to provide You with a copy of all of the personal information that We have about You.

- 5** A “data portability” right, namely to obtain and reuse the information that You have provided to Us for Your own purposes across different services. You may ask for this information to be provided directly to You or directly to another organisation. We will provide the information in a machine readable format so that another organisation's software can understand that information.
- 6** To ask Us to review automated decisions made about You (as explained in section 9).

Sometimes We will not be able to stop using Your personal information when You ask Us to (e.g. where We need to use it because the law requires Us to do so or We need to retain the information for regulatory purposes).

In other cases, if We stop using Your personal information, We will not be able to provide services to You, such as administering Your insurance Policy or servicing Your claim.

We will tell You if We are unable to comply with Your request, or how Your request might impact You, when You contact Us.

## 11 How to contact Petcover EU Limited about their privacy notice

Petcover EU Limited is registered under the Data Protection Register. Their registration number is ZA308909.

Your information has been, or will be, collected or received by Petcover EU Limited. Petcover EU Limited will manage personal data in accordance with data protection law and data protection principles. Petcover EU Limited require personal data in order to provide good-quality insurance and ancillary services and will collect the personal data required to do this. This may be personal information such as name, address, contact details, identification details, financial information and risk details.

The full Data Privacy Notice can be found at [www.britishpetinsurance.co.uk](http://www.britishpetinsurance.co.uk)

A paper copy of the Data Privacy Notice can be obtained by contacting them by email ([info@petcover.uk.com](mailto:info@petcover.uk.com)) or at this address:

Petcover EU Limited  
4 Bridge Road Business Park  
Haywards Heath  
West Sussex  
RH16 1TX

## Complaints

If You have any concerns about the way in which U K Insurance are using Your personal information, please contact Our Data Protection Officer in the first instance at U K Insurance Limited, Churchill Court, Westmoreland Road, Bromley, BR1 1DP or alternatively by email at [DataProtection@directlinegroup.co.uk](mailto:DataProtection@directlinegroup.co.uk) and We will endeavour to resolve Your concern. However, You do also have the right to complain about how We treat Your personal information to the Information Commissioner's Office (ICO). The ICO can be contacted at:

ICO website: <https://ico.org.uk/global/contact-us/>

ICO telephone: 0303 123 1113

ICO textphone: 01625 545860

# Important Information

## Your right to cancel

If this cover does not meet Your requirements, please return all Your documents and any certificate to Petcover EU Limited trading as British Pet Insurance Services at the address below within 14 days of receipt.

British Pet Insurance Services, 4 Bridge Road Business Park, Haywards Heath, West Sussex, RH16 1TX

We will return any premium in accordance with General Condition 5 Cancellation.

## Cancellation

If You wish to terminate the contract at any other time, please contact Petcover EU Limited trading as British Pet Insurance Services on **01444 708840** or by email to [info@petcover.uk.com](mailto:info@petcover.uk.com). Any return of premium will be made based on the number of days remaining in accordance with General Condition 5 Cancellation.

## How to make a claim

For all claims please contact Petcover EU Limited trading as British Pet Insurance Services on **01444 708840**.

For all claims other than Professional Indemnity claims, calls into U K Insurance Limited will be answered as NIG which is a trading name of U K Insurance Limited.

Professional Indemnity claims are managed and administered by HCC International Insurance Company PLC on Our behalf.

Please quote Your Policy number for all claims.

## How to complain

If You have an enquiry or complaint arising from Your Policy, please contact Petcover EU Limited trading as British Pet Insurance Services who arranged the Policy for You. If they are unable to resolve Your complaint or it is regarding the terms and conditions of the Policy they will refer it to Us.

If Your complaint is still outstanding You can write to Us at the following address, quoting Your Policy number and including the name of Your broker, Petcover EU Limited trading as British Pet Insurance Services.

The Chief Executive,  
Churchill Court, Westmoreland Road, Bromley BR1 1DP

Once You receive a written response and if You remain dissatisfied, You may refer Your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service  
Exchange Tower, London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**.

## Our Registered Office

U K Insurance Limited registered office: The Wharf, Neville Street, Leeds LS1 4AZ.

Registered in England and Wales Company No 1179980.

## Details about our Regulator

Policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru), or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

## Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk)

**Whoever you are contacting, please always quote your Policy Number as it will help your enquiry or complaint to be dealt with promptly.**

# British Pet Insurance

Services

**01444 708840**

**info@petcover.uk.com**

**britishpetinsurance.co.uk**



4 Bridge Road Business Park,  
Bridge Road, Haywards Heath,  
West Sussex, RH16 1TX

British Pet Insurance Services is a trading name of Petcover EU Limited who is registered in England and Wales under number 10001319. Petcover EU Limited is authorised and regulated by the Financial Conduct Authority under reference number 747757.

BPIS-Professional-12042022