

# Select

## Casualty module



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# Part A – Public liability

## Section 1 – Special Definitions

### Abuse

Any actual or threatened single act or repeated acts of maltreatment that inflict harm or fail to prevent harm including:

- a) physical abuse
- b) sexual abuse, including sexual exploitation
- c) neglect and/or acts of omission
- d) psychological abuse
- e) contemptuous, coarse or insulting behaviour.

### Abuse Event

One occurrence or all occurrences of a series of Abuse to any one person.

### Clean Up Costs

- a) Testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

### Concussive and Sub-concussive Impacts

Repeated concussive or sub-concussive impacts injuries or traumas resulting in a neurodegenerative condition.

### Costs and Expenses

- a) Claimants' costs and expenses which the **insured** become legally liable to pay
- b) costs incurred with the **insurer's** written consent in defending any claim for damages
- c) costs incurred with the **insurer's** written consent for:
  - i) representation at any coroner's inquest or fatal injury inquiry
  - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission

relating to any event which may be the subject of indemnity under this part.

### Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with the **insured**
- b) a labour master or labour only subcontractor or persons supplied by any of them
- c) self-employed
- d) under a work experience or similar scheme
- e) hired or borrowed by the **insured** from another employer
- f) volunteering to assist or co-opted to assist the **insured**

and working for the **insured** in connection with the **business** while under the **insured's** direct control or supervision.

### Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the **territorial limits**.

### Geographical Limits

- a) The **territorial limits**
- b) anywhere in the world in respect of work carried out during temporary visits by any **member** or Employee normally resident in and travelling from the **territorial limits**
- c) anywhere in the world in respect of Products supplied in or from the **territorial limits** other than the United States of America, Canada and any territory under their jurisdiction.

### Health Care

- a) Diagnosis of Injury
- b) prescription of treatment or drugs
- c) medical treatment of a patient
- d) personal medical or health care advice to individuals in their private capacity.

### Health Care Professional

The following whether or not an Employee including but not limited to:

- a) medical and dental practitioners
- b) nurses and midwives
- c) members of professions allied to medicine
- d) ambulance personnel and paramedics
- e) laboratory staff and relevant technicians
- f) others consequent on decisions or judgements made by members of those professions acting in their professional capacity.

### Incidental Treatment

Administration or supervision of medication orally, topically, by injection or by tube, and the application of appliances or dressings.

### Injury

Bodily injury, illness or disease (including death).

### Pollution or Contamination

- a) Pollution or contamination of buildings or other structures or of water, land or the atmosphere; and
- b) loss or **damage** or Injury directly or indirectly caused by such pollution or contamination.

### Products

Goods or anything including packaging, containers, labels and instructions sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by the **insured** or on the **insured's** behalf in the **business**.

### Remediation

Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

## Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages in respect of:

- a) accidental Injury to any person other than an Employee
- b) accidental **damage** to **property**
- c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy excluding any liability arising under Regulation (EU) 2016/679 (General Data Protection Regulation) or Data Protection Act 2018, accidental interference with any right of air, light, water or way, wrongful interference with goods
- d) unlawful detention, imprisonment or arrest

occurring during the period of insurance within the Geographical Limits in the **business**.

The **insurer** will also pay Costs and Expenses. Costs and Expenses will be payable in addition to the limit of indemnity other than in respect of any claim made or brought:

- a) in the United States of America or Canada or territories under their jurisdiction
- b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

where the limit of indemnity will be inclusive of Costs and Expenses.

## 2.1 Corporate Manslaughter and Corporate Homicide Act 2007

The **insurer** will indemnify the **insured** against legal costs and expenses incurred with the **insurer's** prior written consent in defending any criminal prosecution including an appeal against a conviction arising from any such prosecution and or investigations connected 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 have been committed during the period of insurance in the course of the **business** and which relates to any event involving Injury which is or may be the subject of indemnity under this part.

Provided always that:

- a) the total liability of the **insurer** under this clause will not exceed in the aggregate the sum stated in the schedule as the limit of indemnity in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity specified in the schedule
- b) this clause will only apply to proceedings brought in the **territorial limits**
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the **insured**
- d) the **insured** will give to the **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the **insurer** will be under no liability:
  - i) where the **insured** has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - ii) in respect of fines or penalties of any kind
  - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
    - 1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order or any regulations made thereunder
    - 2) the Food Safety Act 1990 or any regulations made thereunder
    - 3) the Consumer Protection Act 1987 or any regulations made thereunder
  - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance
- g) where the **insurer** has already indemnified the **insured** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another clause applicable to this part the amount paid under that clause will be taken into account in arriving at the **insurer's** liability payable under this clause.

## 2.2 Costs of Criminal Proceedings

The **insurer** will also indemnify the **insured** and at the **insured's** request any **member** or Employee against:

- a) legal Costs and Expenses incurred with the **insurer's** written consent
- b) costs incurred with the **insurer's** written consent in the defence of any criminal proceedings brought against the **insured** or such **member** or Employee for an alleged breach of:
  - i) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
  - ii) Part II of the Consumer Protection Act 1987
  - iii) Part II of the Food Safety Act 1990

and which relates to any event involving Injury or **damage to property** which is or may be the subject of indemnity under this part occurring during the period of insurance in the **business** including legal costs and expenses incurred with the **insurer's** prior consent in any appeal against conviction arising from such proceedings.

Provided always that this indemnity will not apply to:

- i) fines or penalties of any kind
- ii) costs in respect of which the **insured** or any **member** or Employee has effected a more specific legal expenses protection or insurance

- iii) proceedings or appeals consequent upon any deliberate act or omission and the **insured** will immediately repay the **insurer** all costs and expenses paid by the **insurer** prior to any deliberate act or omission being established
- iv) proceedings related to health, safety or welfare of Employees.

### 2.3 Court Attendance Costs

In addition to the limit of indemnity the **insurer** will pay the **insured** a daily rate of £500 if any **member** or Employee is required to attend court as a witness at the **insurer's** request.

### 2.4 Damage to Reputation

In the event of a claim or series of claims arising from any one cause for which the **insured** would be entitled to receive indemnity under this part the **insurer** will in addition to the indemnity provided by this part and subject to the **insurer's** prior agreement indemnify the **insured** for reasonable costs incurred by the **insured** to mitigate resultant damage to the reputation of the **insured**.

Provided always that:

- a) the damage to the **insured's** reputation is as a consequence of media coverage in print or by radio or television or news agency
- b) the **insurer's** liability under this clause will not exceed £50,000 in excess of £1,000,000 of the costs of any one claim or series of claims arising from any one cause after the application of any deductible or **excess** in any one period of insurance
- c) the **insurer** will not be liable under this clause unless the **insurer** has sole conduct and control of the claim or series of claims arising from any one cause which results in damage to the reputation of the **insured**.

### 2.5 Defective Premises Act 1972

The **insurer** will indemnify the **insured** in respect of liability incurred under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of Injury and **damage** occurring during the period of insurance and in connection with premises which have been disposed of by the **insured**.

Provided always that the **insurer** will not be liable:

- a) for the cost of remedying any defect or alleged defect in the said premises
- b) in respect of liability more specifically insured under any other insurance.

### 2.6 Environmental Clean Up Costs

The **insurer** will also indemnify the **insured** in respect of all sums including statutory debts which the **insured** may become legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident that takes place at a specific time and place during the period of insurance.  
  
All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the same time such incident takes place
- b) the **insurer's** liability under this clause will not exceed £1,000,000 for any one occurrence and in the aggregate in any one period of insurance and will be the maximum the **insurer** will pay inclusive of all Costs and Expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified
- d) the **insurer** will be under no liability:
  - i) in respect of Clean Up Costs for **damage** to the **insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
  - ii) for **damage** connected with pre-existing contaminated **property**
  - iii) for **damage** caused by a succession of several events where such individual event would not warrant immediate action
  - iv) in respect of removal of any risk of an adverse effect on human health on the **insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control

- v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
- vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
- vii) for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
- viii) in respect of the costs for the reinstatement or reintroduction of flora or fauna
- ix) for **damage** caused deliberately or intentionally by the **insured** or where the **insured** has knowingly deviated from environmental protections or where the **insured** has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which the **insured** are responsible
- x) in respect of fines or penalties of any kind
- xi) for **damage** caused by the ownership or operation on behalf of the **insured** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of water
- xii) for **damage** which is covered by a more specific insurance policy
- xiii) for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
- xiv) for **damage** caused by disease in animals belonging to or kept or sold by the **insured**.

## 2.7 Indemnity to Other Persons

In the event of any claim in respect of which the **insured** would be entitled to receive indemnity under this part being brought or made against:

- a) any **member**
- b) any Employee
- c) any principal for whom the **insured** are or have been carrying out work but only to the extent required by the contract for the work

the **insurer** will indemnify such person if the **insured** so request against such claim and or any costs, charges and expenses in respect thereof.

Provided always that:

- i) the **insured** would have been entitled to indemnity had the claim been made against the **insured** but this proviso will not apply to liability attaching to any Employee which arises out of the performance by that Employee of any statutory function in respect of which the **insured** have agreed to provide the Employee with an indemnity; and
- ii) such person is not entitled to indemnity under any other insurance; and
- iii) such person will as though they were the **insured** observe, fulfil and be subject to the terms and conditions of this part; and
- iv) such person was at the time of the incident giving rise to the claim acting within the scope of their authority; and
- v) the **insurer** will not be liable unless the **insurer** has the sole conduct and control of all claims.

## 2.8 Joint/Cross Liabilities

If the **insured** comprises more than one party the **insurer** will indemnify each party as though a separate policy had been issued to each of them.

Provided always that the total amount the **insurer** will pay to all such parties will not exceed the amount payable if the **insured** comprised only one party and in any event will not exceed the overall limit of indemnity provided by this part stated in the schedule.

## 2.9 Legionella

The **insurer** will also indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages in respect of Pollution or Contamination caused by or arising from any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

Provided always that:

- a) all Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like will be deemed to have occurred on the date that the **insured** first becomes aware of circumstances which have given or may give rise to such Pollution or Contamination
- b) regular assessments are carried out of all water systems to assess the risk of legionella and any risks identified in the risk assessment are suitably managed
- c) the **insurer** will be under no liability under this clause:
  - i) if before the current period of insurance the **insured** had become aware of circumstances which have or may give rise to such Pollution or Contamination
  - ii) unless the **insured** at the time Pollution or Contamination which arises out of or as a consequence of discharge, release or escape of legionella or other airborne pathogens is deemed to have occurred is in compliance with the Health and Safety Commission's Approved Code of Practice entitled "Legionnaires Disease – The control of legionella bacteria in water systems"
- d) the **insured** will give notice in writing to the **insurer** immediately on becoming aware of circumstances which have given or may give rise to a claim under this clause
- e) the total liability of the **insurer** under this clause will not exceed in the aggregate the sum stated in the schedule as the limit of indemnity in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

Special exclusion 8 will not apply to this clause.

The **insured** will at inception of this clause and annually thereafter provide to the **insurer** details of the number of premises owned or operated by the **insured** where cooling towers and or evaporative condensers are present.

## 2.10 Personal Liability

At the **insured's** request this part will apply to the personal liability of any:

- a) **member** or Employee or any member of the family of such **member** or Employee in connection with the **business**
- b) member of sports and social clubs operating in the **business** while engaged in club activities.

Provided always that:

- i) this will not apply to liability more specifically insured under any other insurance; and
- ii) any person indemnified will as though they were the **insured** fulfil and be subject to the terms and conditions of this part; and
- iii) the **insurer** will not be liable:
  - 1) unless the **insurer** has the sole conduct and control of all claims
  - 2) where liability attaches because of a contract or agreement and which would not otherwise have attached
  - 3) where liability arises from any employment, **business**, profession or trade
  - 4) where liability arises from the ownership, occupation, possession or use of any land, building, motor vehicle, caravan, watercraft or aircraft.

## 2.11 Concussive and Sub-concussive Impacts

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages for accidental Injury to any person other than an Employee resulting from Concussive and Sub-concussive Impacts occurring during the period of insurance within the Geographical Limits in connection with the **business**.

## Section 3 – Special Exclusions

This part does not cover:

### 1. Aircraft Products

liability arising from Products which at the time of the contract of sale or supply are knowingly sold or supplied for use in craft designed to travel through air or space

### 2. Airports

liability arising out of flying operations and activities incidental to such operations in respect of any airport owned or operated by the **insured**

### 3. Asbestos

liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

### 4. Exports to the USA or Canada

liability arising from Products which at the time of the contract of sale or supply are knowingly exported to the United States of America or Canada or territories under their jurisdiction

### 5. Foreign Operations

any associated or subsidiary company of the **insured's** or branch office or representative of the **insured's** with power of attorney domiciled outside the **territorial limits**

### 6. Liquidated or Punitive Damages

any amount in respect of:

- a) liquidated damages, fines or penalties which attach solely because of a contract or agreement
- b) exemplary or punitive damages awarded by any court of law outside the **territorial limits**

### 7. Motor

liability arising from the ownership or possession or use by the **insured** or on the **insured's** behalf of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle:

- a) which is licensed for road use
- b) for which compulsory motor insurance or security is required
- c) which is more specifically insured.

Provided always that this exclusion will not apply in respect of:

- i) liability not more specifically **insured** under any other policy arising during the act of loading or unloading any mechanically propelled motor vehicle, plant or attachment of the motor vehicle or the bringing to or the taking away of a load from such vehicle, plant or attachment
- ii) the use of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
- iii) the authorised movement on the **insured's** premises or contract site of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle unless more specifically **insured** or unless compulsory motor insurance or security is required
- iv) the **insured's** activities in maintaining, servicing, testing and checking or repairing motor vehicles not owned, hired, leased or borrowed by the **insured** provided always that the **insurer** will not be liable for any liability resulting from the use on the road within the meaning of the Road Traffic Acts of any vehicle while under the control of any person for whose acts the **insured** is responsible or but for the fact that such control is unauthorised the **insured** would be responsible

### 8. Pollution or Contamination

liability in respect of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place

### 9. Professional Advice, Design or Specification

**damage** arising out of professional advice, design or specification given by the **insured** for a fee or in circumstances where a fee would normally be charged but this exclusion will not apply to:

- a) **damage** resulting from those activities which the **insured** have a statutory duty to perform
- b) **damage** to **property** other than that which is the subject of such professional advice, design or specification

### 10. Property Damage and Defective Work

- a) **damage** to that part of any **property** upon which the **insured** or any servant or agent of the **insured's** is or has been working where the **damage** is the direct result of faulty workmanship prior to the sale or transfer of the **property** to some other party
- b) **damage** to land or **property** previously owned by the **insured** but sold or transferred to another party where such **damage** results from a defect in that land or **property**

- c) losses consequent upon **damage** to **property** designed by the **insured** or on the **insured's** behalf and subsequently sold or transferred to some other party
- d) the cost of rectifying defective work carried out by or on behalf of the **insured**

#### 11. Property Held in Trust

**damage** to **property** belonging to the **insured** or in either the **insured's** or any Employee's custody and control or held in trust by or borrowed, rented, leased or hired for use by the **insured** but this exclusion will not apply to:

- a) the personal effects including vehicles or their contents of any **member**, Employee or visitor
- b) buildings or their contents temporarily occupied by the **insured** for the purpose of carrying out work therein or thereon
- c) premises or their fixtures and fittings hired, rented, leased or lent to the **insured** other than such **damage** if liability is assumed by the **insured** under a tenancy or other agreement and would not have attached in the absence of such agreement

#### 12. Replacing or Rectifying Products

replacing, reinstating, rectifying, recalling, removing, repairing or guaranteeing the performance of Products or making a refund on the price of any Product or **damage** to the Products themselves

#### 13. Vessels and Craft

liability arising from the ownership or possession or use by the **insured** or on the **insured's** behalf of craft designed to travel through air or space, hovercraft or watercraft other than waterborne vessels not exceeding 10 metres in length used on inland waterways

#### 14. Cyber

liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from the **insured's** use of or reliance upon or work carried out upon or sale or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or any electronic data or related information.

Provided always that:

- a) this exclusion shall not apply in respect of all sums which the **insured** shall become legally liable to pay as compensation for:
  - i) Injury
  - ii) physical loss of or physical **damage** to material **property**
- b) the **insurer's** liability shall not exceed the limit of indemnity stated in the schedule for any one occurrence or all occurrences of a series arising out of one original cause and in the aggregate in any one period of insurance and will be the maximum the **insurer** will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule

#### 15. Concussive and Sub-concussive Impacts

liability arising from Concussive and Sub-concussive Impacts.

This exclusion is not applicable to the indemnity provided by part A Section 2 - Cover clause 2.11 - Concussive and Sub-concussive Impacts

#### 16. Public Health Duties

liability arising out of or in consequence of the rendering of or failure to render Health Care by a Health Care Professional other than in respect of Incidental Treatment forming part of the official duties of a suitably trained Employee provided always that this exclusion will not apply to nurses who are employed by the **insured** and not entitled to indemnity under any other source.

## Section 4 – Special Provisions

### 1. Discharge of Liability

The **insurer** may at any time pay any limit of indemnity after deduction of any sum or sums already paid or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with the **insurer's** written consent prior to the date of such payment.

### 2. Limit of Indemnity

The limit of indemnity stated in the schedule is the **insurer's** monetary limit (other than any limit otherwise stated) and applies to any claim or series of claims arising from any one cause except for claims caused by:

- a) Products
- b) Pollution or Contamination

where in respect of each the limit of indemnity stated applies in the aggregate in any one period of insurance.

### 3. Limit of Indemnity – Terrorism

The limit of indemnity in respect of any claim against or by the **insured** or series of claims against or by the **insured** arising directly or indirectly from a single act of **terrorism** will be £5,000,000.

### 4. Abuse

All claims arising from an Abuse Event:

- a) will be deemed to constitute one claim occurring on the date of the last act of Abuse; and
- b) will be subject to the **excess** stated in the schedule. Such **excess** will be deemed to apply per Abuse Event.

## Section 5 – Special Condition

### 1. Concussive and Sub-concussive Impacts

In respect of any claim or series of claims arising from Concussive and Sub-concussive Impacts it is a condition precedent to the **insurer's** liability under this part that the **insured** will:

- a) retain documents demonstrating adherence to guidance set out by sporting governing bodies in respect of concussion, head injuries and player safety
- b) retain evidence of following NHS guidance in respect of head injuries and concussion
- c) ensure that a system of record retention in respect of:
  - i) a) and b) above; and
  - ii) incidents of head injuries and/or concussion

is in place and records are retained for a minimum of 10 years.

# Part B – Officials indemnity

## Section 1 – Special Definitions

### Costs and Expenses

- a) Claimants' costs and expenses which the **insured** become legally liable to pay
- b) costs incurred with the **insurer's** written consent in defending any claim for damages which may be the subject of indemnity under this part.

### Financial Loss

Economic or pecuniary losses for which the **insured** may be held legally liable in the law of tort.

### Geographical Limits

- a) The **territorial limits**
- b) elsewhere in the world in connection with temporary visits by any **member** or **employee** and normally resident in and travelling from the **territorial limits**.

### Pollution or Contamination

- a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all Financial Loss directly or indirectly caused by such pollution or contamination.

### Products

Goods or anything including packaging, containers, labels and instructions sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by the **insured** or on the **insured's** behalf in the **business**.

## Section 2 – Cover

### Section 2A – Negligent and Accidental Acts or Omissions

The **insurer** will indemnify the **insured** in respect of sums which the **insured** may become legally liable to pay as damages for Financial Loss directly caused by a negligent and accidental act or omission committed or alleged to have been committed within the Geographical Limits by an **employee** or **member** in the normal execution of their duties for the **business** for which a claim is first made against the **insured** and is notified to the **insurer** during the period of insurance.

In addition the **insurer** will pay Costs and Expenses.

#### 2A.1 Bailiffs

Any bailiff acting for the **insured** under a contract for services will be regarded as an **employee** but will not be entitled to indemnity under clause 2A.3

Provided always that:

- a) this cover will not apply where the bailiff is entitled to indemnity from any other source
- b) general condition 10 of this policy will not apply to this clause.

#### 2A.2 Court Attendance Costs

In addition to the limit of indemnity the **insurer** will pay the **insured** a daily rate of £500 for each **member**, **employee** or **volunteer** required to attend court as a witness at the **insurer's** request.

#### 2A.3 Indemnity to Other Persons

The **insurer** will also indemnify under the terms of this part at the **insured's** request any **member**, **employee** or **volunteer**.

Provided always that:

- a) the **insured** would have been entitled to indemnity had the claim been made against the **insured** but this proviso will not apply to liability attaching to any **employee** in their personal capacity which arises out of the performance by that **employee** of a statutory function under the terms of a written agreement with the **insured** under the terms of which the **insured** has agreed to provide the **employee** with an indemnity
- b) no indemnity will be provided to any person in respect of the consequences of their own fraud, dishonesty or criminal act

- c) any person claiming indemnity:
  - i) is not entitled to indemnity from any other source
  - ii) was at the time of the incident giving rise to the claim acting within the scope of their authority
  - iii) will be subject to the terms and conditions of this part in so far as they can apply
- d) the **insurer** has the sole conduct and control of any claim
- e) general condition 10 of this policy will not apply to this clause.

#### 2A.4 Outside Entity Contingency Cover

At the **insured's** request the **insurer** will indemnify any **employee** or **member** arising from their service on the board or participation in the capacity of a governor, officer, trustee, director, committee member or other official of any not-for-profit entity other than the **insured**.

Provided always that:

- a) the service or participation by the **employee** or **member** is specifically requested by or under the specific direction of the **insured**
- b) the **insured** is legally entitled to approve the service or participation and to indemnify the **employee** or **member** in respect of it
- c) any payment will only be made by the **insurer** for an amount in excess of any indemnification or insurance coverage provided by the not-for-profit entity or afforded from any other source and to which the **employee** or **member** is entitled
- d) general condition 10 of this policy will not apply to this clause.

#### 2A.5 Ultra Vires

The **insurer** will also indemnify the **insured** in accordance with section 2A for Financial Loss where the act or omission directly causing such Financial Loss was committed by an **employee** or **member** in the reasonable belief (judged by an objective standard) that it was made within the legal power of the **business** or authorised legal power of the **employee** or **member**.

#### Section 2B – Elections

In connection with the conducting of **elections** the **insurer** will indemnify the **insured** and at the **insured's** request any Returning Officer, Acting Returning Officer or Counting Officer against:

- a) reasonable legal expenses necessarily incurred in connection with the defence of any proceedings brought against the **insured** or any Returning Officer, Acting Returning Officer or Counting Officer
- b) the cost of holding another **election** in the event of the original **election** being declared invalid.

Provided always that:

- i) such proceedings or invalidation are the result of the accidental:
  - 1) contravention of any of the provisions of the Representation of the People Act 1983; or
  - 2) breach of any ministerial or other duty by the Returning Officer, Acting Returning Officer, Counting Officer or any other person employed by or officially acting for them in connection with the **election**
- ii) no indemnity is available to the **insured** or Returning Officer, Acting Returning Officer or Counting Officer from any other source.

Any amount stated in the schedule as the **excess** applicable under this part will not apply to this section.

## Section 3 – Special Extensions

Applicable only where stated in the schedule.

### A. Data Protection

The **insurer** will indemnify the **insured** for legal costs and expenses incurred with the **insurer's** prior consent, and all sums the **insured** is required to pay as damages to an individual arising from proceedings brought against the Insured under:

- a) Sections 168 and 169 of the Data Protection Act 2018
- b) Article 82 of Regulation (EU) 2016/679 (General Data Protection Regulation).

Provided always that:

- i) the **insurer** shall not be liable under this extension for:
  - 1) fines, penalties, liquidated, punitive or exemplary damages
  - 2) the costs of notifying any person regarding loss of personal data
  - 3) the cost of replacing, reinstating, rectifying or erasing any personal data
  - 4) any deliberate or intentional criminal act or omission giving rise to any claim under this extension committed by the **insured**
- ii) the liability of the **insurer** under this extension shall not exceed £1,000,000 in any one period of insurance.

### B. Consumer Protection Act 1987

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as compensation under Section 14 (7) of the Consumer Protection Act 1987 provided always that the **insurer's** liability for all compensation payable is limited to the sum of £250,000 in respect of all claims first made against the **insured** and notified to the **insurer** during any one period of insurance.

### C. Food Safety Act 1990

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as compensation under Sections 9(7) and 12(10) of the Food Safety Act 1990 provided always that the **insurer's** liability for all compensation payable is limited to the sum of £250,000 in respect of all claims first made against the **insured** and notified to the **insurer** during any one period of insurance.

### D. Certificates of Title

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay in connection with an indemnity given by the **insured** to the Chief Land Registrar relating to certificates of title issued by the **insured**.

## Section 4 – Special Exclusions

This part does not cover:

### 1. Contractual Liability

any claim arising directly or indirectly from any breach of contract or failure to comply with obligations arising out of a contract howsoever caused which is made by a party to that contract

### 2. Courts Jurisdiction

any claim made or brought:

- a) in the United States of America or Canada or territories under their jurisdiction
- b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

### 3. Defamation or Malicious Falsehood

losses arising from libel, slander, defamation, malicious falsehood or injurious falsehood

### 4. Defective Work

the cost of rectifying defective work

## 5. Employment Benefits

any legal liability arising directly or indirectly from breach of any obligation imposed by statute, regulation or common law concerning any health and welfare or other employee benefit programme including pensions, social benefit system or trust established or maintained for the purpose of providing a benefit to **employees** or former or prospective employees

## 6. Land or Property Sales or Transfers

Financial Loss in respect of land or **property** sold or transferred by the **insured** to another party where defects in the land or **property** affect the value of that land or **property**

## 7. Liquidated or Punitive Damages

any amount in respect of:

- a) liquidated damages, fines or penalties which attach solely because of a contract or agreement
- b) exemplary or punitive damages awarded by any court of law outside the **territorial limits**

## 8. Maladministration, Misfeasance or Surcharge

- a) any claim wholly or in part attributable to, based upon or caused by any matter the subject of a finding of maladministration or censure by either local authority Ombudsman or a court or tribunal of competent jurisdiction
- b) misfeasance in public office
- c) any surcharge made by the District Auditor or other competent body.

Provided always that clause a) of this exclusion will not apply in respect of any legal liability that would have attached independently of such finding

## 9. Pollution or Contamination

legal liability arising directly or indirectly out of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.

All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place

## 10. Products

Financial Loss arising from Products

## 11. Professional Liability, Errors and Omissions

errors or omission in advice, design or specification provided by the **insured** but this exclusion will not apply to Financial Loss arising from:

- a) those activities which the **insured**:
  - i) has a statutory duty to perform
  - ii) manages or performs under the terms of a written contract or agreement in conjunction with any other local authority whose statutory duty those activities represent
- b) advice provided by the **insured** which the **insured** does not have a statutory duty to provide:
  - i) for which no fee is charged or received; and
  - ii) which is not given under a written contract or agreement; and
  - iii) where such advice is provided by any **employee** who is acting within the scope of their authority or remit by virtue of their job description or other official guidelines issued to them by the **insured**

## 12. Retroactive Date

Financial Loss where the negligent act, error or omission giving rise to it occurred prior to the Retroactive Date stated in the schedule

## 13. Searches

Financial Loss arising in connection with searches or enquiries in relation to land or **property** other than in Scotland

#### 14. Statutory Compensation

liability for compensation arising under any statute or regulations made under such statute except where:

- a) cover is provided under special extensions A, B C or D
- b) such liability would have attached to the **insured** in the absence of such statute or regulations

#### 15. Cyber

liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from the **insured's** use of or reliance upon or work carried out upon or sale or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or any electronic data or related information.

This exclusion is not applicable to the indemnity provided by Special Extension A of this part.

### Section 5 – Special Provisions

#### 1. Claims Notification

The notification to the **insurer** in writing during the period of insurance of any circumstances that might give rise to a claim under this part will constitute a claim first made against the **insured** during the period of insurance in which the notification is received even though no notification of any claim has been received from a third party.

#### 2. Discharge of Liability

The **insurer** may at any time pay the maximum amount payable under this part after deduction of any sum already paid or any lower amount for which any claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with the **insurer's** written consent prior to the date of such payment.

#### 3. Illegal Distraint

The exception of **damage** to **property** appearing in the Financial Loss definition will not apply to the disposal of **property** which has been the subject of illegal distraint.

#### 4. Limit of Indemnity

The limit of indemnity stated in the schedule is the **insurer's** monetary limit (other than any limit otherwise stated) and applies in the aggregate to all claims made in any one period of insurance except that any indemnity available under special extensions A, B, C and D will apply in addition.

# Part C – Employers' liability

## Section 1 – Special Definitions

### Costs and Expenses

- a) Claimants' costs and expenses
- b) costs incurred with the **insurer's** written consent in defending any claim for damages
- c) costs incurred with the **insurer's** written consent for:
  - i) representation at any coroner's inquest or fatal injury inquiry
  - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission relating to any event which may be the subject of indemnity under this part.

### Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with the **insured**
- b) a labour master or labour only subcontractor or persons supplied by any of them
- c) self-employed
- d) under a work experience or similar scheme
- e) hired or borrowed by the **insured** from another employer
- f) volunteering to assist or co-opted to assist the **insured**

and working for the **insured** in connection with the **business** while under the **insured's** direct control or supervision.

### Injury

Bodily injury, illness or disease (including death).

## Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages in respect of Injury caused during the period of insurance to any Employee arising out of and in the course of their employment by the **insured** in the **business**.

In addition to any claim for damages the **insurer** will pay Costs and Expenses.

### 2.1 Corporate Manslaughter and Corporate Homicide Act 2007

The **insurer** will indemnify the **insured** in respect of legal costs and expenses incurred with the **insurer's** prior written consent in connection with the defence of any criminal proceedings including any appeal against conviction arising from any such proceedings brought in respect of a charge and or investigations connected 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 have been committed during the period of insurance in the course of the **business** and which relates to any event involving Injury which is or may be the subject of indemnity under this part.

Provided always that:

- a) the **insurer's** liability under this clause will not exceed the sum stated in the schedule in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- b) this clause will only apply to proceedings brought in the **territorial limits**
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the **insured**
- d) the **insured** will give to the **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding

- f) the **insurer** will be under no liability:
  - i) where the **insured** has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - ii) in respect of fines or penalties of any kind
  - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
  - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance
- g) where the **insurer** has already indemnified the **insured** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another clause applicable to this part the amount paid under that clause will be taken into account in arriving at the **insurer's** liability payable under this clause.

## 2.2 Court Attendance Costs

The **insurer** will pay the **insured** a daily rate of £500 if any **member** or Employee is required to attend court as a witness at the **insurer's** request.

## 2.3 Damage to Reputation

In the event of a claim or series of claims arising from any one cause for which the **insured** would be entitled to receive indemnity under this part the **insurer** will in addition to the indemnity provided by this part and subject to the **insurer's** prior agreement indemnify the **insured** for reasonable costs incurred by the **insured** to mitigate resultant damage to the reputation of the **insured**.

Provided always that:

- a) the damage to the **insured's** reputation is as a consequence of media coverage in print or by radio or television or news agency
- b) the **insurer's** liability under this clause will not exceed £50,000 in excess of £1,000,000 of the costs of any one claim or series of claims arising from any one cause after the application of any deductible or **excess** in any one period of insurance
- c) the **insurer** will not be liable under this clause unless the **insurer** has sole conduct and control of the claim or series of claims arising from any one cause which results in damage to the reputation of the **insured**.

## 2.4 Health and Safety at Work Defence Costs

The **insurer** will also indemnify the **insured** and at the **insured's** request any **member** or Employee against:

- a) costs and expenses incurred with the **insurer's** prior consent
- b) costs awarded against the **insured** or such **member** or Employee

in the defence of any criminal proceedings arising from an alleged breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 occurring during the period of insurance in the course of the **business** and which relates to any event involving Injury which is or may be the subject of indemnity under this part including in any appeal against conviction arising from such proceedings.

Provided always that this will not apply to:

- i) fines or penalties of any kind
- ii) costs in respect of which the **insured** or any **member** or Employee has effected a more specific legal expenses protection or insurance
- iii) proceedings or appeals consequent upon any deliberate act or omission and the **insured** will immediately repay the **insurer** all costs and expenses paid by the **insurer** prior to any deliberate act or omission being established
- iv) proceedings not related to the health, safety or welfare of an Employee.

## 2.5 Indemnity to Other Persons

The **insurer** will also indemnify at the **insured's** request:

- a) any **member** or Employee
- b) any principal for whom the **insured** are or have been carrying out work but only to the extent required under the contract for the work.

Provided always that:

- i) such person is not entitled to indemnity under any other insurance; and
- ii) such person will as though they were the **insured** observe, fulfil and be subject to the terms and conditions of this part; and
- iii) the **insurer** will not be liable unless the **insurer** has the sole conduct and control of all claims.

## 2.6 Unsatisfied Court Judgments

If any Employee or their personal representative obtains a judgment from a court within the **territorial limits** for damages for Injury against any company or individual operating from premises within the **territorial limits** and that judgment remains unpaid for more than 6 months after the date of the award the **insurer** will pay at the **insured's** request the amount of any unpaid damages and awarded costs to the Employee or their personal representative.

Provided always that:

- a) the bodily injury:
  - i) is caused during the period of insurance
  - ii) arises out of and in the course of employment in the **business**
- b) there is no appeal outstanding.

If a payment is made the Employee or their personal representative will assign the judgment to the **insurer**.

## Section 3 – Special Exclusions

This part does not cover:

### 1. Motor

liability for which compulsory motor insurance or security is required under road traffic legislation

### 2. Work Offshore

liability for Injury caused:

- a) on any offshore installation or support or accommodation vessel for any offshore installation
- b) in transit to, from or between any offshore installation or support or accommodation vessel for any offshore installation

### 3. Work Overseas

liability in respect of any Injury caused outside the **territorial limits** but this exclusion will not apply to any Employee temporarily employed in work elsewhere provided always that the contract of service or apprenticeship for such work was entered into within the **territorial limits** and that the Employee is normally resident in and travelling from the **territorial limits**.

## Section 4 – Special Provisions

### 1. Limit of Indemnity

The **insurer's** liability will not exceed the sum stated in the schedule including all costs and expenses (other than any limit otherwise stated) and any limit applies to any claim or series of claims arising from any one cause.

### 2. Limit of Indemnity – Terrorism

The limit of indemnity in respect of any claim or series of claims arising directly or indirectly from **terrorism** is £5,000,000.

# Part D – Libel and slander

## Section 1 – Special Definition

### Costs and Expenses

- a) Claimants' costs and expenses which the **insured** become legally liable to pay
- b) costs incurred with the **insurer's** written consent in defending any claim for damages which may be the subject of indemnity under this part.

## Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages for:

- a) libels appearing in any publications normal in the **business** by:
  - i) any **member** provided such publications were specifically authorised by the **insured**
  - ii) any **employee**
- b) slanders in oral utterances made by any **member** or **employee** arising out of and in the course of:
  - i) the discharge of official duties on behalf of the **insured**
  - ii) in the case of a **member** the **insured's** official **business** at meetings or of the **insured** or its committees or subcommittees or any occasion when the **member** is specifically authorised to represent the **insured**

for which a claim is first made against the **insured** and notified to the **insurer** during the period of insurance or within 12 months of this part ceasing to operate.

Provided always that:

- i) the date of any publication or utterance on which a claim is based occurs during the period of insurance
- ii) any claim notified during the additional 12 month period after this part ceases to operate will be deemed to have been made during the final period of insurance.

In addition the **insurer** will pay Costs and Expenses.

### 2.1 Indemnity to Other Persons

The **insurer** will also indemnify under the terms of this part at the **insured's** request any **member** or **employee**.

Provided always that:

- a) the **insured** would have been entitled to indemnity had the claim been made against the **insured**
- b) the **insurer's** total liability will not be increased beyond the limit of indemnity
- c) any person claiming indemnity:
  - i) is not entitled to indemnity from any other source
  - ii) will be subject to the terms and conditions of this part in so far as they can apply; and
- d) the **insurer** has sole conduct and control of any claim.

## Section 3 – Special Exclusions

This part does not cover:

### 1. Exemplary or Punitive Damages

any amount in respect of exemplary or punitive damages

### 2. Malicious Falsehood or Injurious Falsehood

liability arising from malicious falsehood or injurious falsehood

### 3. Members Co-insurance

the first 10% of all sums the **insurer** may be called upon to pay under this part in respect of the indemnity provided to **members** under section 2.

## Section 4 – Special Provisions

### 1. Claims Notification

The notification to the **insurer** in writing during the period of insurance or the extended 12 months reporting period allowed for under this part after cessation of any circumstances that might give rise to a claim under this part will constitute a claim first made against the **insured** during the period of insurance in which the notification is received even though no notification of any claim has been received from a third party.

### 2. Discharge of Liability

The **insurer** may at any time pay the maximum amount payable under this part after deduction of any sum already paid or any lower amount for which any claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with the **insurer's** written consent prior to the date of such payment.

### 3. Limit of Indemnity

The limit of indemnity stated in the schedule is the **insurer's** monetary limit including all Costs and Expenses and applies in the aggregate to:

- a) all claims made during any one period of insurance; and
- b) all damages and Costs and Expenses incurred or awarded in connection with any one publication or utterance whether all claims in respect of such publication or utterance are made during the same period of insurance or not.

# Part E – Professional negligence

## Section 1 – Special Definitions

### Computer System

Computer, hardware, software, communication system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

### Costs and Expenses

- a) Claimants' costs and expenses
- b) costs incurred with the written consent of the **insurer** in defending any claim for damages which may be the subject of indemnity under this part.

### Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of any Computer System.

### Data Protection Law

Any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).

### Financial Loss

Loss that does not arise from **damage to property** other than that to which the Services relate, bodily injury, illness or disease or trespass or nuisance.

### Pollution or Contamination

- a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all Financial Loss directly or indirectly caused by such pollution or contamination.

### Services

The services specified in the schedule.

## Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages for Financial Loss arising from breach of professional duty by reason of any negligent act, error or omission committed or alleged to have been committed by an **employee** in providing the Services within the **territorial limits** and for which a claim is first made against the **insured** and is notified to the **insurer** during the period of insurance.

In addition the **insurer** will pay Costs and Expenses.

### 2.1 Court Attendance Costs

The **insurer** will pay the **insured** a daily rate of £500 if any **member**, **employee** or **volunteer** is required to attend court as a witness at the request of the **insurer**.

### 2.2 Extended Reporting Period

In the event that the **insured** elects not to renew or extend this part and does not effect any similar policy or scheme of self insurance in substitution then this insurance includes any claim made and notified to the **insurer** within 30 days immediately following the expiry of this part but the cause of which occurred prior to the expiry of this period and is otherwise covered under this part.

### 2.3 Indemnity to Other Persons

The **insurer** will also indemnify under the terms of this part at the **insured's** request any **employee** or **member**.

Provided always that:

- a) the **insured** would have been entitled to indemnify had the claim been made against the **insured**; and

- b) no indemnity will be provided to any person in respect of the consequences of their own fraud, dishonesty or criminal act; and
- c) any person claiming indemnity:
  - i) is not entitled to indemnity from any other source; and
  - ii) was at the time of the incident giving rise to the claim acting within the scope of their authority; and
  - iii) will be subject to the terms and conditions of this part in so far as they can apply; and
- d) the **insurer** has the sole conduct and control of any claim.

## 2.4 Legal Representation

The **insurer** will also cover any reasonable costs and expenses necessarily incurred with the **insurer's** written consent for representation at any official examination, enquiry, investigation or other proceedings ordered or commissioned by a body legally empowered to investigate the **insured's** affairs that are first instigated against the **insured** and notified to the **insurer** during the period of insurance and which may otherwise be the subject of indemnity under this part.

Provided always that the liability of the **insurer** will not exceed £10,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

## 2.5 Mitigation Costs

The **insurer** with its prior written consent will indemnify the **insured** against any reasonable costs and expenses necessarily incurred in respect of any action to mitigate a loss or potential loss that would otherwise be the subject of a claim under this part.

## Section 3 – Special Exclusions

Save as expressly provided by this part, or by other restrictions in this part specifically relating to the use of, or inability to use a Computer System, no cover otherwise provided under this part will be restricted solely due to the use of a Computer System.

This part does not cover:

### 1. Asbestos

liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

### 2. Courts Jurisdiction

any claim made or brought:

- a) in the United States of America or Canada or territories under their jurisdiction
- b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

### 3. Defamation or Malicious Falsehood

liability arising from libel, slander, defamation, malicious falsehood or injurious falsehood

### 4. Express Warranties and Guarantees

liability arising from any express warranty, guarantee, contractual promise, indemnity, waiver or express agreement given by the **insured** unless:

- a) the **insured** would have been liable even if there had not been any such warranty, guarantee, contractual promise, indemnity, waiver or agreement
- b) the **insurer** has agreed in writing to provide an indemnity

### 5. Financial Investment

liability arising out of any activities regulated by the Financial Conduct Authority or any successor authority or any advice or services relating to the financing or investment for any project, scheme or venture

### 6. Joint Ventures

liability arising out of the **insured's** involvement in any joint venture, consortium, association or other entity of which the **insured** forms part unless the **insured** has obtained the prior written consent of the **insurer** that such involvement forms part of the Services

## 7. Liquidated or Punitive Damages

any amount in respect of:

- a) liquidated damages, penalties or fines which attach solely because of a contract or agreement
- b) punitive or exemplary damages awarded by any court of law outside the **territorial limits**

## 8. Pollution or Contamination

liability arising directly or indirectly out of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance

## 9. Prior Circumstances and Claims

liability for any claim arising from incidents, occurrences, facts or matters that:

- a) the **insured** knew or that in the **insurer's** reasonable opinion the **insured** ought to have known prior to inception of this part might give rise to a claim against the **insured**
- b) were notified by the **insured** under any other insurance policy prior to inception of this part
- c) were disclosed or in the **insurer's** reasonable opinion ought to have been disclosed on the **insured's** latest proposal to the **insurer**

## 10. Retroactive Date

Financial Loss where the breach of professional duty giving rise to it occurred before the Retroactive Date specified in the schedule

## 11. Cyber and Data Protection Law

a) any liability of whatsoever nature directly or indirectly arising from:

- i) a Cyber Act
- ii) any partial or total unavailability or failure of any Computer System.

Provided always that the Computer System is owned or controlled by the **insured** or any other party acting on behalf of the **insured**

- iii) the receipt or transmission of malware, malicious code or similar by the **insured** or any other party acting on behalf of the **insured**

b) any liability of whatsoever nature directly or indirectly arising out of any failure or interruption of service provided:

- i) to the **insured** or any other party acting on behalf of the **insured** by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware and software owned by the **insured**
- ii) by any utility provider but only where such failure or interruption of service impacts a computer system owned or controlled by the **insured** or any other party acting on behalf of the **insured**

c) any liability of whatsoever nature directly or indirectly arising out of a breach of Data Protection Law by the **insured** or any other party acting on their behalf

## 12. Work Outside the Services

liability arising from any neglect, error or omission committed by an **employee** otherwise than in the course of the discharge of their duties on behalf of the **insured** in connection with the Services

## 13. Data Protection

liability arising out of or in connection with the Data Protection Act 2018 or Regulation (EU) 2016/679 (General Data Protection Regulation)

## 14. EWS-1 Forms

any claim arising directly out of the completion of or reliance upon the EWS-1 (or as revised) form

## 15. Claims by Related Entities

any claim brought by an entity within the definition of the **insured** or any related entity unless such claim emanates from an independent third party

## 16. Medical Malpractice

liability arising out of the provision of or failure to provide medical advice, consultancy, diagnosis, prescription or treatment of any kind.

## Section 4 – Special Provisions

### 1. Claims Notification

The notification to the **insurer** in writing during the period of insurance of any circumstances that might give rise to a claim under this part will constitute a claim first made against the **insured** during the period of insurance in which the notification is received even though no notification of any claim has been received from a third party.

### 2. Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 the **insured** and the **insurer** do not intend any term of this contract to be enforceable by any third party including but not limited to subcontractors.

### 3. Discharge of Liability

The **insurer** may at any time pay the maximum amount payable under this part after deduction of any sum or sums already paid or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with its written consent prior to the date of such payment.

### 4. Limit of Indemnity

The limit of indemnity stated in the schedule is the **insurer's** monetary limit (other than any limit otherwise stated) and applies in the aggregate to all claims made in any one period of insurance.

### 5. King's Counsel

The **insured** will not be required to contest any legal proceedings unless a King's Counsel or similar authority agreed upon by the **insured** and the **insurer** advises that on the actual facts of the case concerned such claim could be contested with a reasonable prospect of success.

## Section 5 – Special Conditions

### 1. Reasonable Care

The **insured** will comply with all regulations imposed by any competent authority and take all reasonable precautions to prevent or minimise claims being made against the **insured** arising out of the conduct of the Services.

### 2. Sole Agent

It is agreed that:

- a) if more than one entity forms the **insured** the entity set out as the **insured** in the schedule will act for itself and be deemed to act as sole agent for every other entity forming part of the **insured** and all **insured** entities are deemed to have consented and agreed that rights of action under this part are not assignable except with the **insurer's** prior written consent
- b) the **insured** has the sole right to file notice or proof of loss or make a claim, adjust, receive or enforce payment of any loss
- c) payment of any loss to the **insured** will fully release the **insurer** in respect of such loss. If the **insurer** agrees to make payment to an entity other than the **insured** such payment will be deemed to have been made to the **insured**
- d) the **insured** has the sole right to bring legal proceedings arising under or in connection with this part
- e) knowledge possessed or discovery made by any entity forming part of the **insured** or by any **member**, director, officer, departmental head, senior manager or the equivalent to them will be deemed to constitute knowledge possessed or discovery made by all other entities forming part of the **insured**.

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