

## **Professional Liability Certificate**

### **Part 1 Certificate Administration**

#### **Preamble**

This is to certify that in accordance with the authorisation granted under the Contract (the number of which is specified in the **Schedule**) to the undersigned by certain Underwriters at Lloyd's whose names and the proportions underwritten by them which will be supplied on application can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Signing Office (whom are hereinafter referred to as **We** and **or Us**) and in consideration of the premium specified herein **We** are hereby bound each for **Our** own part and not for another **Our** Executors and Administrators to insure in accordance with the terms and conditions contained herein or endorsed hereon

**We** hereby agree to the extent and in the manner hereinafter provided to indemnify **You** against loss or **Damage** sustained or legal liability for accidents happening during the **Period of Insurance** stated in the **Schedule** after such loss **Damage** or liability are proved provided always that

- (a) **Our** liability shall not exceed the limits of liability expressed in the said **Schedule** or such other limits of liability as may be substituted therefor by memorandum hereon or attached hereto signed by or on **Our** behalf
- (b) this Certificate insures in respect only of such of the sections hereof as are so specified in the **Schedule**

In witness whereof this Certificate has been signed 100% with **Us**

Effected through Harman Wicks & Swayne Limited, 110 Fenchurch Street, London EC3M 5NA

**Our** obligations under contracts of insurance to which **We** subscribe are several and not joint and are limited solely to the extent of **Our** individual subscriptions

**We** are not responsible for the subscription of any co-subscribing Underwriters who for any reason does not satisfy all or part of its obligations

The Certificate is made and accepted subject to all the provisions, conditions, Warranties and exclusions set forth herein, attached or endorsed, all of which are to be considered

**You** are requested to read this Certificate and if it is incorrect return it immediately for alteration The Certificate is made and accepted subject to all the provisions conditions Warranties and exclusions set forth herein attached or endorsed all of which are to be considered

The policy to which this Certificate relates satisfies the requirements of the relevant law applicable in Great Britain Northern Ireland the Isle of Man the Island of Jersey the Island of Guernsey and the Island of Alderney to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies but **You** shall repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law

#### **Scope of Cover**

This Certificate applies in respect of **Your** activities anywhere in the world but only in respect of **Business** conducted by **Your** companies listed in the **Schedule** from the addresses shown in the **Schedule**

#### **Certificate Jurisdiction**

Unless endorsed to the contrary the construction interpretation and meaning of the provisions of this Certificate shall be determined in accordance with English law and any disputes relating thereto shall be submitted to the exclusive jurisdiction of the Courts of England and Wales

#### **Conditions Precedent**

These are conditions with which **You** must comply and failure to do so will invalidate **Your** right to indemnity under this Certificate

#### **Third Parties**

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

### The Right to Cancel Cover

If this cover does not meet **Your** requirements **You** should return all **Documents** to **Your** Broker Intermediary or Agent who arranged the Certificate within 14 days of receipt whereupon **We** will return any premium paid in full

### Termination

If **You** wish to terminate the cover provided by this Certificate at any other time after cover has commenced **You** should return all **Documents** to **Your** Broker Intermediary or Agent who arranged the Certificate. If there has been an insured event claim or circumstance (whether reported to **Us** or not) **We** shall be under no obligation to make any return of premium. In all other circumstances **You** shall be entitled to the return of a proportionate part of the premium corresponding to the unexpired portion of the insurance subject to **Our** retaining **Our** designated minimum premium for each section of the Certificate.

**We** may at any time cancel this Certificate (or any Section thereof) by giving 30 days notice by registered post to **You** at **Your** last known address and in such event **You** shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired portion of the insurance subject to **Our** retaining **Our** designated minimum premium for each section of the Certificate. Full details of minimum section premiums may be obtained in writing from **Us**.

### How to Make a Claim

Claims must be made in accordance with the claims notification provisions in Part 5 of the Certificate. In the first instance **You** should contact the Broker Intermediary or Agent who arranged the Certificate quoting the Certificate number as set out in the **Schedule**.

### Complaints and Enquiries

**We** are dedicated to providing the highest possible level of customer satisfaction in all areas of **Our Business**. If for any reason **You** have a query or feel that the service **You** receive has fallen below those standards **You** should report this to **Us** at once. All complaints will be handled promptly and a policy of open communication will be adopted.

Any complaint should be addressed in the first instance to

The Managing Director  
Glemham Underwriting Limited  
1 Pound Farm Cottages  
Saxmundham  
Suffolk  
IP17 2DQ

Should **You** remain dissatisfied **You** can ask the Complaints Department at Lloyd's to review the Complaint. The address is

Complaints Department  
Lloyd's  
One Lime Street  
London EC3M 7HA

Referral can also be made to the Financial Ombudsman Service after the Complaints Department at Lloyd's have completed their investigation process or eight Weeks if this is earlier. The address is

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

## Part 2 Certificate Cover

### General Definitions

Each time **We** use one of the words or phrases listed below it will have the same meaning wherever it appears in **Your** policy unless **We** state otherwise

A defined word or phrase will be printed in bold each time it appears in the policy except for headings and titles

### Avionics

Any **Product** fitted within any aircraft spacecraft or other aerial device and used in connection with the control of flight or maintenance of orbit

### Bodily Injury

Death **Bodily Injury** illness disease mental anguish or nervous shock

### Business

Activities directly connected with the **Business** described in the Application Form and specified in the **Schedule**

### Computer Virus

Any computer program including but not limited to any file virus boot sector virus macro virus hostile applet trojan horse program Java virus ActiveX virus or other executable program which contains instructions to initiate an event on the infected computer causing modification of or **Damage** to data memory or data media

### Damage

Accidental loss destruction or **Damage**

### Employee/Employees

Any person who is

1. under a contract of service or apprenticeship with **You**
2. borrowed by or hired or loaned to **You**
3. a labour master or supplied by a labour master
4. employed by labour only sub-contractors
5. self employed
6. under a work experience or training scheme
7. a voluntary helper while working under **Your** control in connection with the **Business**
8. an outworker or homeworker when engaged in work on **Your** behalf

whilst working for **You**

### Endorsement/Endorsements

An alteration to the terms of the policy

### Excess/Excesses

The amount or amounts shown in **Your** policy or the **Schedule** which **You** must bear for each and every event and **You** will reimburse any such amount paid by **Us**

### Period of Insurance

From the effective date until the expiry date shown in the **Schedule** or as the case may be any subsequent period for which **We** accept payment for renewal of this Certificate

### **Pollutants**

Any electronic solid liquid gaseous or thermal irritant or contaminant including but not limited to electromagnetic fields noise radio waves smoke vapour water-borne disease soot fumes asbestos acids alkalis chemicals and waste Waste includes material to be recycled reconditioned or reclaimed

### **Premises**

The **Premises** as stated in the Application Form and specified in the **Schedule**

### **Product**

Any commodity article or thing computer software and firmware (including their containers packaging labelling and instructions for use) designed manufactured supplied installed erected commissioned or maintained by **You** and shall include **Premises** sold or otherwise disposed of by **You** in respect of liability incurred by **You** under the Defective **Premises** Act 1972

### **Schedule**

The document which specifies details of The Policyholder the **Premises** covers insured and any **Excesses** **Endorsements** and Conditions applying to the Certificate

### **Terrorism**

Any act including but not limited to the use of force or violence and/or the threat thereof or the use of any **Computer Virus** electronic mail denial of service attack or other attack using electronic means against people property data or infrastructure by any person whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear

### **War**

**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

### **We/Us/Our**

Certain Underwriters at Lloyd's in respect of all sections evidenced by the Contract (the number of which is specified in the **Schedule**)

### **You/Your/Yourself**

- (a) The person companies partnerships or unincorporated associations named in the **Schedule** as the Named Insured
- (b) any person who is or was **Your** partner director principal or **Employee** but only in respect of their employment with **You**
- (c) any office-bearer or member of a social or sporting club or welfare organisation formed by **You** or with **Your** consent but only in respect of claims arising from duties connected with the activities of such club or organisation
- (d) an executor or administrator of any person referred to in (b) above but only in respect of **Your** employment of such person
- (e) any contractor working for **You** but only in respect of **Your** liability for the actions of such contractor
- (f) any client with whom **You** have entered into a contract for or including the supply of **Products** or services as far as is necessary to meet the requirements of such contract but only in respect of **Your** liability arising out of the performance of such contract by **You**

### Part 3 Section 1 – Professional Indemnity

This section of the Certificate is underwritten on a claims made basis. This means that **We** will only handle and settle claims that are made during the **Period of Insurance** and notified in accordance with Additional Claims Condition 1.

#### Definitions

For the purposes of this Certificate

#### Computer System

Any goods, services or creations such as software, hardware or firmware which are used for or in connection with the electronic storage, retrieval, processing or transmission of information or data.

#### Documents

- (a) **Documents** whether written, printed or reproduced by any other method (excluding any bearer bonds, coupons, bank or currency notes or other negotiable instruments)
- (b) **Computer Systems** records and electronic data

entrusted to or deposited with **You** in the ordinary course of **Your Business** and for which **You** are responsible.

#### Retroactive Date

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

#### The Cover

##### 1. Professional Indemnity

##### (a) Claims Made Against You

**We** will indemnify **You** for all sums which **You** shall become legally liable to pay in respect of a breach of professional duty that results in a claim against **You** for

- (i) economic loss not accompanied by injury or **Damage** including economic loss arising from a term implied into a contract by virtue of
  - (a) Section 14 of the Sale of Goods Act 1979
  - (b) Section 13 of the Supply of Goods and Services Act 1982
  - (c) Any common law or any enactment outside the UK which has the same legal effect
- (ii) (a) accidental injury and/or **Damage** to physical property not caused by any **Product**
  - (b) economic loss consequent upon such accidental injury and/or **Damage**
- (iii) unintentional breach, infringement or unauthorised use of the confidential information, trade secrets, copyrights, trademarks, designs or computer routines and programs not owned by **You** and committed in good faith
- (iv) loss of or **Damage** to **Documents** not owned by **You**
- (v) unintentional defamation
- (vi) the dishonest, fraudulent, malicious or criminal action of any **Employee**
- (vii) the inadvertent transmission of any **Computer Virus** or other program that contains instructions to initiate an event which causes modification of or **Damage** to data, memory or data media provided that such **Computer Virus** or other program is not written by **You** or any **Employee**

provided that such claim:

- (a) is made against **You** during the **Period of Insurance**
- (b) is notified to **Us** during the **Period of Insurance**
- (c) arises from a negligent act error or omission committed on or after the Retroactive Date and
- (d) arises in connection with the conduct of **Your Business**

**(b) Irrecoverable Fees & Rectification Costs**

We may at **Our** discretion indemnify **You** up to the value of

- (i) any fee owed to **You** by **Your** client where such client is alleging that **You** are in respect of a breach of **Your** professional duty or
- (ii) the expenses directly incurred in rectifying a breach of professional duty of which **Your** client is unaware

where in **Our** sole opinion the client is likely to make a valid claim against **You** in respect of such breach and for which this Certificate would provide indemnity

provided that such dispute or need for rectification

- (iii) is notified to **You** by the client during the **Period of Insurance**
- (iv) is notified by **You** to the **Us** during the **Period of Insurance**
- (v) arises from **Your** negligent act error or omission committed on or after the Retroactive Date
- (vi) arises in connection with the conduct of **Your Business**

and also provided that

- (vii) where it is imperative for **You** to carry out such rectification and **Our** prior written consent cannot be obtained **You** must satisfy **Us** that **You** have carried out such works
  - (a) to the same level of quality as the original work and
  - (b) at the minimum cost necessary to achieve the same level of quality as the original work
  - (c) the amount payable to **You** by **Us** does not include any element of **Your** profit or mark-up
  - (d) the value of a claim that could be made by such client would be equal to or greater than the amount of such outstanding fee and
  - (e) in the event of **Us** or **You** subsequently being able to recover all or part of such fee the full amount recovered shall be repaid to **Us**

**2. Costs**

We will also pay

- (a) all other costs and expenses incurred by **Us** or **You** with **Our** consent in connection with any claim under this Certificate
- (b) £250 per person for every day that any **Employee** is required by **Your** legal representatives to attend court in connection with any claim for which this section of the Certificate provides indemnity

provided that all costs are incurred with **Our** consent

**Limit of Indemnity**

The limit of indemnity under this section is as set out in the **Schedule** and shall apply as follows

- (a) For Insurance Clause 1 the Limit of Indemnity shall apply in respect of any one claim or series of claims arising from the same originating cause
- (b) We will pay a further Limit of Indemnity in respect of Costs incurred under Insurance Clause 2 and the total amount payable in respect of such costs shall not exceed the Limit of Indemnity stated in the **Schedule** in respect of any one claim or series of claims arising from the same originating cause

### Excess

- (a) In respect of any one claim or number of claims arising out of one source or original cause **We** will not be liable for the amount of the **Excess** (or any lesser amount for which a claim may be settled) shown in the **Schedule**
- (b) **We** shall only be liable for that part of each and every claim which exceeds the amount of **Excess** stated in the **Schedule** of this Certificate For the purpose of this clause this shall be deemed to include all costs and expenses incurred in the investigation defence or settlement of the claim
- (c) The **Excess** shall not apply to claims arising solely from Cover 2 Costs

### Exclusions

**We** will not be liable in respect of

1. any claim caused by or arising from the provision by **You** of any **Product** or service which **You** knew or which **You** ought reasonably to have been known to be deficient or ineffective and incapable of substantially fulfilling the essential purpose for which it is intended or to perform as specified warranted (whether express or implied) or guaranteed
2. any claim for
  - (a) the indemnification of any party committing or condoning any dishonest fraudulent reckless or criminal action
  - (b) any dishonest fraudulent reckless or criminal action which was known or ought reasonably to have been known by **Your** principal partner director or executive officer
3. any claim in respect of
  - (a) **Bodily Injury** to any **Employee**
  - (b) any breach of any obligation owed by **You** as an employer to any **Employee**
4. any claim for loss of or **Damage** to property owned by leased hired rented or entrusted to **You** or otherwise in **Your** care custody or control save that this exclusion shall not apply in respect of claims for loss of or **Damage** to **Documents** not owned by **You** (as insured by Cover 1 (a) (iv) )
5. any claim arising from the ownership possession or use of any animal aircraft watercraft or vehicle licensed for road use
6. any claim for **Damages** costs and expenses relating to the removal from sale withdrawal inspection repair modification or replacement of any **Product** or of any other item of which such **Product** forms part where such **Product** or other item is withdrawn from the market or from use because of any known alleged or suspected harmful nature or other deficiency therein
7. any claim where **You** are entitled to indemnity under any other insurance except in respect of any **Excess** beyond the amount which would have been payable under such insurance has this Certificate not been effected
8. any circumstance or occurrence which has been notified or is notifiable under any other policy or certificate of insurance attaching prior to the inception of this Certificate
9. any claim arising from an agreement by **You** to pay penalties or liquidated **Damages** insofar as **Your** liability under such an agreement exceeds the amount of **Your** liability in the absence of such an agreement
10. any claim in respect of which **You** have agreed with another party to exclude or limit **Your** rights of recovery from another party unless **We** have approved such agreement and the Certificate endorsed accordingly
11. any punitive or penal or exemplary **Damages** where such can be identified separately within any award of a Court
12. any claim arising from or brought by a firm company or organisation in which any of **Your** partners directors or principals have a controlling interest unless such claim is brought against **You** by a source independent of such firm company or organisation
13. any claim arising from a partnership or joint venture of which **You** are a member unless included within definition of **You** in the **Schedule** forming part of this Certificate



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14. any claim arising out of or in connection with **Your** insolvency (including any claim made by **Your** liquidator provisional liquidator or administrator) or any trading losses or trading liabilities incurred by any **Business** managed or carried on by **You**
15. any claim made against **Your** principal partner director or executive officer in respect of a breach of his legal duty to manage **You** in accordance with his legal and/or regulatory obligations
16. any claim made in respect of any actual or alleged violation of any law relating to unconscionable conduct or any anti-trust or competition law or other law prohibiting unlawful restraint of trade **Business** or profession
17. any claim made or action instituted
  - (a) within the United States of America and/or Canada or any territories which come within the jurisdiction of the United States of America and/or Canada
  - (b) to enforce a judgment obtained in any Court of the United States of America and/or Canada or any territories which come within the jurisdiction of the United States of America and/or Canada
18. any claim arising out of **Pollutants** and consequent pollution seepage or contamination of whatever nature caused by or allegedly caused by **You** or in the case of contamination or pollution of land caused by or allegedly caused by any occupier of land
19. any claim caused by or arising from
  - (a) asbestos or any **Product** containing asbestos
  - (b) **Avionics**

**Additional Claims Conditions**

- 1 In respect of claims made under this section Claims Condition 5 is deleted and replaced by the following  

It is a condition precedent to **Our** liability under this Certificate that **You** will give written notice to **Us** within 14 days of any claim or intimation to **You** of possible claim against **You** or upon **Your** becoming aware of any circumstances which might give rise to a claim under this section of the Certificate regardless of any **Excess**

Written notice shall be provided to **Us** by writing to:

The Managing Director  
Glemham Underwriting Limited  
1 Pound Farm Cottages  
Saxmundham  
Suffolk  
IP17 2DQ  
Tel.No: 01728 664196  
Fax No: 01728 664197
- 2 Any claim arising from circumstances notified to **Us** shall be deemed to have been made during the **Period of Insurance** in which such notice is or was first given

## Part 3 Section 2 - Liability

### Definitions

#### Pollution or Contamination

- (a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere caused by **Pollutants**
- (b) all **Damage** or **Bodily Injury** directly or indirectly caused by such pollution or contamination

### The Cover

#### 1 Employers' Liability

We will indemnify **You** for

- (a) all sums which **You** shall become legally liable to pay in respect of a breach of duty that results in a claim against **You** for the **Bodily Injury** of any **Employee** arising out of and in the course of his employment by **You** in connection with the **Business** and caused during the **Period of Insurance**
- (b) an award of **Damages** that has been obtained by any **Employee** in respect of the **Bodily Injury** of any **Employee** arising out of and in the course of his employment by **You** in connection with the **Business** and caused during the **Period of Insurance** against any company or individual operating from or resident in **Premises** within the United Kingdom the Channel Islands or the Isle of Man and where such judgment remains unsatisfied in whole or in part 6 months after the date of judgment provided that there is no appeal outstanding

#### 2 Public Liability

We will indemnify **You** for all sums which **You** shall become legally liable to pay in respect of a breach of duty that results in a claim against **You** for

- (a) accidental injury and/or **Damage** to physical property not caused by any **Product**
- (b) economic loss consequent upon such accidental injury and/or **Damage**
- (c) liability in nuisance trespass interference with any right of way or right to water light or air
- (d) the personal liability of any **Employee** and spouse or partner of such **Employee** for accidental injury and/or property **Damage** not caused by any **Product** and not arising out of the ownership or occupation of any land or building

provided that such injury **Damage** or liability

- (i) occurs during the **Period of Insurance**
- (ii) arises from a negligent act error or omission and
- (iii) arises in connection with the conduct of the **Business** carried on by **You** or on **Your** behalf

#### 3 Products Liability

We will indemnify **You** for all sums which **You** shall become legally liable to pay in respect of a breach of duty that results in a claim against **You** for

- (a) accidental injury and/or **Damage** to physical property caused by any **Product**
- (b) economic loss consequent upon such accidental injury and/or property **Damage**

provided that such injury **Damage** or liability

- (i) occurs during the **Period of Insurance**
- (ii) arises from a negligent act error or omission and
- (iii) arises in connection with the conduct of the **Business** carried on by **You** or on **Your** behalf

#### 4 Costs

We will also pay

- (a) all other costs and expenses incurred by **Us** or **You** with **Our** consent in connection with any claim under this Certificate
- (b) the costs of representing **You** (including the costs of the prosecution awarded against **You**) arising from any prosecution of **You** or an appeal against conviction for a breach or alleged breach of Part II of the Consumer Protection Act 1987 the Health & Safety at Work Act 1974 the Health & Safety at Work (Northern Ireland) Order 1978 the Food Safety Act 1990 or any analogous legislation in any other state outside the United Kingdom
- (c) £250 per person for every day that any **Employee** is required by **Your** legal representatives to attend court in connection with any claim for which this section of the Certificate provides indemnity

provided that all costs are incurred with **Our** consent

#### Limit of Indemnity

The limit of liability under this section is as set out in the **Schedule** and shall apply as follows

- (a) For Cover 1 the Limit of Indemnity shall apply in respect of any one claim or series of claims arising from the same originating cause and the Costs incurred under Cover 4 shall be included within the Limit of Indemnity
- (b) For Cover 2 the Limit of Indemnity shall apply in respect of any one claim or series of claims arising from the same originating cause
- (c) For Cover 3 the Limit of Indemnity shall apply in total in respect of all claims made against **You** during any one **Period of Insurance**
- (d) For Cover 2 and 3 **We** will pay a further Limit of Indemnity in respect of Costs incurred under Cover 4 and the total amount payable in respect of such costs shall not exceed the Limit of Indemnity stated in the **Schedule** in respect of any one claim or series of claims arising from the same originating cause

#### Excess

- (a) In respect of any one claim or number of claims arising out of one source or original cause **We** will not be liable for the amount of the **Excess** (or any lesser amount for which a claim may be settled) shown in the **Schedule**
- (b) **We** shall only be liable for that part of each and every claim which exceeds the amount of **Excess** stated in the **Schedule** of this Certificate For the purpose of this clause this shall be deemed to include all costs and expenses incurred in the investigation defence or settlement of the claim Where **We** make a payment that includes all or part of the **Excess You** shall reimburse such amount to **Us** immediately upon request
- (c) The **Excess** shall not apply to claims arising solely from Cover 4 Costs

## Exclusions

We will not be liable in respect of

1. any claim caused by or arising from the provision by **You** of any **Product** or service which **You** knew or which **You** ought reasonably to have been known to be deficient or ineffective and incapable of substantially fulfilling the essential purpose for which it is intended or to perform as specified warranted (whether express or implied) or guaranteed
2. any claim in respect of
  - (a) **Bodily Injury** to any **Employee** when Cover 1 is not insured under this Certificate
  - (b) **Bodily Injury** to or of any **Employee** where such **Bodily Injury** is sustained when such **Employee** is carried in or on a vehicle or entering, getting onto or alighting from a vehicle in circumstances where road traffic legislation requires such risk to be insured under a policy of motor insurance or analogous security to be provided
  - (c) **Bodily Injury** to or of any **Employee** where such **Bodily Injury** is sustained when such **Employee** is working on or visiting any offshore rig or platform For the purposes of this exception such work or visit shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to an offshore rig or platform and continue until the time of disembarkation from a conveyance onto land on return from the offshore rig or platform
  - (d) any breach of any obligation owed by **You** as an employer to any **Employee** beyond that insured under Cover 1
  - (e) Costs incurred under Cover 4 (b) for prosecutions involving the health safety or welfare of any **Employee** when Cover 1 is not insured under this Certificate
3. any claim resulting from a breach of **Your** professional duty to a client or other party
4. any claim for loss of or **Damage** to property owned by leased hired rented or entrusted to **You** or otherwise in **Your** care custody or control save that this exclusion shall not apply in respect of claims for the loss of or **Damage** to
  - (a) **Premises** rented by **You** or
  - (b) the personal effects (including vehicles) of any **Employee** or visitor to **Your Business Premises**
5. any claim arising from the ownership possession or use of any animal aircraft watercraft or vehicle licensed for road use
 

provided that the this Exclusion shall not apply to liability caused by or arising from

  - (i) **Damage** to a vehicle licensed for road use and not owned or leased by **You** that is
    - (a) in **Your** care, custody or control in any car park owned or leased by **You**
    - (b) removed by **You** or on **Your** behalf because it is interfering with **Your Business**
  - (ii) the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle
  - (iii) the use of plant as a tool of trade at the **Premises** or on any site at which **You** are working
  - (iv) **Damage** to any building bridge weighbridge road or to anything beneath the vehicle caused by vibration or by the weight of any vehicle or its load
  - (v) injury or **Damage** arising from the use of a vehicle licensed for road use and not owned leased or driven by **You** that is used in connection with **Your Business**

but the cover afforded by this clause shall not be deemed to meet the legal compulsory insurance requirements of the owner or lessee of such vehicle to insure the vehicle
6. any claim for **Damages** costs and expenses relating to the removal from sale withdrawal inspection repair modification or replacement of any **Product** or of any other item of which such **Product** forms part where such **Product** or other item is withdrawn from the market or from use because of any known alleged or suspected harmful nature or other deficiency therein



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7. any claim where **You** are entitled to indemnity under any other insurance except in respect of any **Excess** beyond the amount which would have been payable under such insurance has this Certificate not been effected
8. any circumstance or occurrence which has been notified or is notifiable under any other policy or Certificate of Insurance attaching prior to the inception of this Certificate
9. any claim arising from an agreement by **You** to pay penalties or liquidated **Damages** insofar as **Your** liability under such an agreement exceeds the amount of **Your** liability in the absence of such an agreement
10. any claim in respect of which **You** have agreed with another party to exclude or limit **Your** rights of recovery from another party unless **We** have approved such agreement and endorsed the Certificate accordingly
11. any punitive or penal or exemplary **Damages** where such can be identified separately within any **Court award**
12. any claim arising out of or in connection with **Your** insolvency (including any claim made by **Your** liquidator provisional liquidator or administrator) or any trading losses or trading liabilities incurred by any **Business** managed or carried on by **You**
13. any claim made against any principal partner director or executive officer of **You** in respect of a breach of his legal duty to manage **You** in accordance with his legal and/or regulatory obligations
14. any claim made in respect of any actual or alleged violation of any law relating to unconscionable conduct or any anti-trust or competition law or other law prohibiting unlawful restraint of trade **Business** or profession
15. any claim made or action instituted
  - (a) within the United States of America and/or Canada or any territories which come within the jurisdiction of the United States of America and/or Canada
  - (b) to enforce a judgment obtained in any Court of the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada
16. other than in respect of Cover 1 any 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 shall be deemed to have occurred at the time such incident takes place  

**Our** liability for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the **Period of Insurance** shall not exceed in the aggregate the Limit of Indemnity
17. any claim under Covers 2 and 3 caused by or arising from
  - (a) asbestos or any **Product** containing asbestos
  - (b) **Avionics**
  - (c) any **Computer Virus**
18. In respect of Cover 2 (c) any claim against **You** made by any holding company subsidiary or related body corporate of **You** or by any corporation whose board of directors is subject to control by **Your** board of directors except where such claim originates from a third party who is independent of such holding company subsidiary related body corporate or corporation

## Part 4 Certificate Exclusions

We shall not be liable to **You** under this Certificate in respect of

### 1 War Government Action and Terrorism

- (a) **Bodily Injury** or **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from **War** Government Action or **Terrorism**
- (b) legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from **War** Government Action or **Terrorism** except to the extent stated in clause 1 (c) below

However subject otherwise to the terms definitions exclusions exceptions provisions and conditions of this Certificate

- (c) We will indemnify **You** under the Cover 2 Section 1 - Employers' Liability - provided that in respect of any one occurrence or series of occurrences arising out of any one original cause **Our** liability in respect of all legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from **Terrorism** shall not exceed £5,000,000

### 2 Radioactive Contamination

**Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss 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
- (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

However as far as 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 the Insured this Exclusion shall apply only in respect of

- (i) the liability of any Principal
- (ii) liability assumed by the Insured under agreement and which would not have attached in the absence of such agreement

### 3 Sonic Bangs

**Damage** caused by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds

## Part 5 General Conditions

### 1 The Certificate

This Certificate and the Sections referred to in the **Schedule** shall be read together as one document

Any word or expression to which a particular meaning has been given in the General Definitions in this Certificate or in the Definitions within the Sections of this Certificate shall have that meaning wherever it appears in the Certificate or Section respectively

At all times the masculine shall include the feminine and neuter and the singular includes the plural and vice versa

### 2 Misrepresentation

This Certificate shall be voidable in the event of misrepresentation misdescription or nondisclosure in any material particular

### 3 Reasonable Precautions

It is a condition precedent to the liability of the under this Certificate that **You** must

- (a) take all reasonable precautions to prevent or minimise **Damage** accident or Injury including taking all reasonable measures (which shall include the implementation and regular up-dating of current computer protection software) to protect yourselves from unauthorised **Use** or of access to **Your** records and **Computer Systems** (including any internet website) and to take back-up copies of all data web pages and programs not less than weekly
- (b) maintain the **Business Premises** machinery equipment and furnishings in a good state of repair
- (c) exercise care in the selection and supervision of **Employees**
- (d) comply with all relevant statutory requirements manufacturers' recommendations and other regulations relating to the use inspection and safety of property and the safety of persons
- (e) take all reasonable precautions to protect **Yourself** from unauthorized use or of access to **Your** records and **Computer Systems** including **Your** internet website and take back-up copies of all data web pages and programs not less than weekly

### 4 Change of Risk or Interest

This Certificate shall be avoided if

- (a) **Your** interest ceases other than by death or
- (b) the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued or
- (c) any alteration be made either in the **Business** or in the **Premises** or in any property therein or in any other circumstances whereby the risk is increased at any time after the commencement of this insurance unless its continuance be admitted in writing signed by or on behalf of **Us**

### 5 Premium Payment

It is a condition precedent to **Our** liability under this Certificate that

- (a) **You** have paid the premium to **Us** within 30 days of the end of the month in which the Certificate of insurance incepted whereupon **We** will provide the insurance stated herein otherwise all benefit under the Certificate shall be forfeited and the Certificate will be avoided from the inception date
- (b) where the premium is paid by **You** by means of a premium instalment facility each instalment shall be paid when due otherwise all benefit under the Certificate shall be forfeited and the Certificate shall be cancelled from the date when any unpaid instalment was due and **You** shall surrender forthwith to **Us** any effective Certificate(s) of Insurance whereupon **We** will credit to **You** a pro rata premium for the unexpired part of the **Period of Insurance** provided that no Claims or Circumstances have been reported **Us** since the inception of such **Period of Insurance**

### 6 Choice of Law

In the absence of agreement to the contrary the law applicable to this contract is that of England and Wales unless the registered office or principal place of **Business** of the Insured is situated in Scotland Northern Ireland the Channel Islands or the Isle of Man in which case the law of that territory will apply

## Part 6 Claims Conditions

- 1 **We** shall be entitled at any time to conduct in **Your** name the defence or settlement of any Claim
- 2 It is a condition precedent to **Our** liability under this Certificate that **You** will not admit liability for or settle any claim or incur any costs or expenses in connection therewith without **Our** written consent and **We** will be entitled at **Our** own expense at any time to take over and conduct in **Your** name the defence or settlement of any such claim
- 3 **You** will **Us** at **Your** own expense all information requested by the **Us** (or any party acting on **Our** instructions) in respect of the investigation or defence of a claim made against **You**
- 4 Following a payment in respect of a claim made against **You** **We** may at **Our** absolute discretion seek recovery from any other party save that **We** will not exercise such rights against any principal partner director executive officer or other **Employee** of **You** unless the claim arises as a result of or is contributed towards by the dishonest fraudulent malicious or criminal act or omission of such person
- 5 It is a condition precedent to **Our** liability under this Certificate that **You** will notify **Us** as soon as reasonably practicable of any claim or intimation to **You** of possible claim against **You** or upon **Your** becoming aware of any circumstances which might give rise to a claim under this Certificate regardless of any **Excess**

Written notice shall be provided to **Us** by writing to

Devonshire Claims Services  
5<sup>th</sup> Floor Minster House  
42 Mincing Lane  
London  
EC3R 7AE

- 6 **You** will upon request give to **Us** all such information and assistance as **We** may reasonably require within 7 days of **Our** requesting such information or assistance and as may be in **Your** power to provide and will in all such matters do and concur in doing all such things as **We** may require
- 7 Neither **We** nor **You** shall be required
  - (a) to contest any legal proceedings or
  - (b) to take any steps to effect recovery from any person committing or conspiring to commit or condoning any dishonest or fraudulent act or omission or from the personal representatives of such person including the taking of legal proceedings against such person

unless a Queen's Counsel (to be mutually agreed upon between **You** and **Us**) advises that such action actually has a reasonable prospect of success taking into consideration the economics of the matter the **Damages** and Costs which are likely to be recovered by the claimant the likely Costs and the prospects of the Insured successfully defending the Claim

The cost of such Senior Counsel's opinion shall be regarded as part of the Costs

- 8 If **You** make any claim under this Certificate knowing the same to be false or fraudulent as regards amount or otherwise this Certificate shall become void and all claims hereunder shall be forfeited
- 9 In connection with any claim against **You** **We** may at any time pay **You** the Sum Insured or Limit of Indemnity stated in the **Schedule** (after deduction of any sums already paid as **Damages** or claimant's costs and expenses in respect of such claim) or any less amount for which such claim can be settled and thereupon **We** will relinquish the control of such claim and be under no further liability in connection therewith except for costs and expenses for which **We** may be responsible under this Certificate in respect of matters prior to the date of such payment
- 10 Where **Your** breach or non-compliance with any condition of this Certificate has resulted in prejudice to the handling or settlement of any claim the indemnity afforded by this Certificate in respect of such claim (including costs and expenses) shall be reduced to such sum as on **Our** opinion would have been payable by them in the absence of such prejudice
- 11 Every warranty to which this Certificate or any Section or Item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Certificate

Non-compliance with any such warranty insofar as it increases the risk of loss or **Damage** shall be a bar to any claim in respect of such **Damage** provided that whenever this Certificate is renewed a claim in respect of **Damage** occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period



GLEMHAM UNDERWRITING LIMITED

12 If at the time of any occurrence incident or **Damage** which gives rise to a claim there be any other insurance effected by or on behalf of **You** applicable to such event **Our** liability shall be limited to its rateable proportion thereof

If any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this Certificate whether in whole or in part or from contributing rateably then **Our** liability hereunder shall be limited to any **Excess** beyond the amount which would have been payable under such other insurance had this Certificate not been effected

13 If any difference shall arise as to the amount to be paid under this Certificate (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions regarding arbitration in force at the time

Where any difference is so referred to arbitration the making of an award shall be a condition precedent to any right of action against **Us**

Specimen