



SCHEDULE

Policy: HU PIB 1720378 (2)

INSURANCE DETAILS

Period of Insurance: Continuous cover from 17 February 2011 until the policy is cancelled.
Underwritten by: Hiscox Insurance Company Limited
Payment Method : Payment by Monthly Direct Debit

INSURED DETAILS

Insured : Smart Alex Window Cleaning
Address : 15 Roman Road
 CHELTENHAM
 GL51 8AB
Additional Insureds : There are no Additional Insureds on this policy.
Business Description: Window & Domestic Cleaning Including Ironing
General Wording : 7715 WD-HSP-UK-CCS-GTC(2)

PREMIUM DETAILS

Annual Premium :	£ 364.80	Annual Tax :	£ 21.89	Total :	£ 386.69
Total Premium :	£ 364.80	Total Tax :	£ 21.89	Total :	£ 386.69
Monthly Premium :	£ 30.40	Tax :	£ 1.82	Total :	£ 32.22

Package for Scheme - Allied Insurance Cleaning Contractors scheme

GENERAL LIABILITY (PUBLIC AND PRODUCTS LIABILITY)

Wording: 7716 WD-HSP-UK-CCS-GL(2)
Limit of indemnity: £ 1,000,000
Limit Applies to : Each claim with defence costs paid in addition other than for pollution and for products to which a single aggregate policy limit including defence costs applies.
Excess: £ 250
Excess Applies to : each agreed claim for property damage only
Geographical Limits : England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands
Applicable Courts : England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Special limits (included within and not in addition to the overall limit/amount insured above)

Criminal defence costs	£ 250,000
Pollution defence costs	£ 100,000
Court attendance costs - employees (per day)	£ 100
Court attendance costs - directors (per day)	£ 250
Loss of keys	£ 75,000
Unauthorised use of telephones	£ 5,000
Financial loss	£ 100,000
Losses from fraud & dishonesty	£ 5,000 any one claim but limited to £20,000 in the aggregate



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Special Excesses

Loss of keys excess	£ 250 each and every loss
Unauthorised use of telephones excess	£ 250 each and every loss

What is not Covered

Claims first brought in the USA are NOT covered

EMPLOYERS LIABILITY

Wording:	7719 WD-PIP-UK-CCS-EL(1)
Limit of indemnity:	£ 10,000,000
Limit Applies to :	All claims and their defence costs which arise from the same accident or event
Geographical Limits :	Worldwide
Applicable Courts :	England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Special limits (included within and not in addition to the overall limit/amount insured above)

Criminal defence costs	£ 250,000
Court attendance costs - directors (per day)	£ 250
Court attendance costs - employees (per day)	£ 100
Terrorism cover	£ 5,000,000



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The General Terms of this policy and the terms, conditions and exclusions of the relevant section all apply to this endorsement except as modified below:

CLAUSES - Applicable to the whole policy.

Clause	25.2	<p>Continuous policy endorsement</p> <ol style="list-style-type: none"> 1. We agree to give you continuous cover under this policy. To achieve this, all the references in this policy to period of insurance shall be for a continuous period starting with the date in the schedule, until either you or we cancel this policy. However, you must tell us as soon as reasonably practicable if any of the current actual figures exceed the maximum shown in the latest Duty of Disclosure Reminder. 2. Cancellation clause 5 in the General Terms and Conditions of this policy is replaced by the following: <p>You or we can cancel the policy by giving 30 days' written notice. We will give you a pro rata refund of the premium for the remaining portion of the period for which you have already paid. However, we will not refund any premium under £10.</p> <p>We may also cancel the policy if any premium remains unpaid 21 days after the due date. In such cases we will cancel the policy by giving seven days' notice. Where we cancel the policy for non-payment of premium, cover will cease on the date the premium was due.</p> 3. In view of the continuous nature of this policy, we may at our discretion amend its premium and/or terms and conditions and we will tell you of our intention to do so. If you are unhappy with our proposed amendments, you will have the option to decline to continue this insurance. We will give you at least 30 days' notice of any changes.
Clause	603.0	<p>Commercial assistance & legal advice helpline</p> <p>Your Hiscox policy gives you access to a general business advice line.</p> <p>For advice on employment, prosecutions, health and safety, sex discrimination, tax and European law call +44 (0)870 050 3030.</p>



Policy: HU PIB 1720378 (2)

Clause

Data Protection Act

By accepting **your Policy**, you consent to **us** using the information **we** may hold about **you** for the purposes of providing insurance and handling claims, if any, and to process sensitive personal data about **you** where this is necessary (for example health information or criminal convictions). This may mean **we** have to give some details to third parties involved in providing insurance cover. These may include insurance carriers, third-party claims adjusters, fraud detection and prevention services, reinsurance companies and insurance regulatory authorities. Where such sensitive personal information relates to anyone other than **you**, **you** must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to us and its use by **us** as set out above. The information provided will be treated in confidence and in compliance with the Data Protection Act 1998. **You** have the right to apply for a copy of your information (for which **we** may charge a small fee) and to have any inaccuracies corrected.

For training and quality control purposes, telephone calls may be monitored or recorded



Cleaning Contractors portfolio

Policy wording



A seamless integrated insurance solution for cleaners.

Please read this insurance document, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please return it immediately.

Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

Signed for and on behalf of Hiscox Underwriting Limited:



Steve Langan
Managing Director, Hiscox UK

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

Complaints procedure

We pride ourselves on providing a first class, reliable and efficient service to all of **our** customers. Complaints are a key to monitoring **our** service and wherever possible, **we** seek to take action to prevent recurrence of a problem.

We define a complaint as any expression of dissatisfaction, whether oral or written, and whether justified or not, about a service or activity provided by **us**.

If **you** have a complaint, please contact **your** insurance adviser in the first instance if **you** have one.

If **your** complaint cannot be resolved satisfactorily by **your** insurance adviser, please contact **our** Customer Relations Manager:

Customer Relations Manager
Hiscox
Hiscox House
Sheepen Place
Colchester
CO3 3XL

Telephone: 0845 213 8777
Email: customer.relations@hiscox.com

You may also, in accordance with the Rules of the Financial Services Authority, be able to refer **your** complaint to the Financial Ombudsman Service without affecting **your** legal rights. The address is:

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

Telephone: 0845 080 1800

General definitions	Words shown in bold type have the same meaning wherever they appear in this policy . The words defined below are used throughout this policy . Any other definitions are shown in the section to which they apply.
Asbestos risks	<ol style="list-style-type: none">a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; orb. exposure to asbestos, asbestos fibres or materials containing asbestos; orc. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.
Business	Your business as shown in the schedule.
Confiscation	Confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
Date recognition	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim.
Geographical limits	The geographical area shown in the schedule.
Nuclear risks	<ol style="list-style-type: none">a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;c. all operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements .
Terrorism	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none">a. is committed for political, religious, ideological or similar purposes; andb. is intended to influence any government or to put the public, or any section of the public, in fear; andc.<ol style="list-style-type: none">i. involves violence against one or more persons; orii. involves damage to property; oriii. endangers life other than that of the person committing the action; oriv. creates a risk to health or safety of the public or a section of the public; orv. is designed to interfere with or to disrupt an electronic system.
Virus	A piece of unauthorised executable code which propagates itself through your computer system or network.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We / us / our	The insurers named in the schedule.
You / your	The insured named in the schedule.

Conditions precedent

General Conditions 2, 3 and 4 below, General Claims Condition 1 and the conditions shown in each section under the heading **Your obligations** are all conditions precedent to **our** liability. **We** will not make any payment under this insurance unless **you** comply with all the requirements of those conditions.

General conditions

The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply.

- Basis of insurance
1. Because of its importance, all information which **you** or anyone on **your** behalf provided before **we** agreed to insure **you** is incorporated into and forms the basis of this **policy**.
All facts and matters which might be relevant to **our** consideration of **your** proposal must be disclosed and all material representations made to **us** must be true, otherwise **we** are entitled to treat this insurance as if it had never existed.
- Change of circumstances
2. **You** must tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy**. (A material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance.) **We** may then change the terms and conditions of this **policy**.
- Due diligence
3. **You** must:
- take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage, and
 - keep any property insured under this **policy** in good condition and repair, and
 - use reasonable care in the selection, training and supervision of employees, and
 - take reasonable steps to comply with all relevant statutory requirements, and
 - take all reasonable steps to activate all security measures as required by **your** client to secure any premises where **you** have been carrying out **your business** after **you** have completed **your** work.
- Premium payment
4. **We** will not make any payment under this **policy** unless **you** have paid the premium.
- Cancellation
5. **You** or **we** can cancel the **policy** by giving 30 days' written notice. **We** will give **you** a refund of the premium for the remaining period.
If **we** have agreed that **you** can pay **us** the premium by instalments and **we** have not received an instalment 14 days after the due date, **we** may cancel the **policy**. In this event, the **period of insurance** will equate to the period for which premium instalments have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.
- Multiple insureds
6. The most **we** will pay is the relevant amount shown in the schedule.
If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.
You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.
- Aggregate limit
7. Where this **policy** specifies an aggregate limit, this means **our** maximum payment for all relevant claims or losses covered under the **policy** during the **period of insurance**.
If the **period of insurance** is continuous, the aggregate limit will apply to all relevant claims or losses covered under the **policy** during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.
- Rights of third parties
8. **You** and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

Cleaning Contractors: General terms and conditions

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|-----------------|--|
| Other insurance | 9. This policy does not cover any loss or claim where you would be entitled to be paid under any other insurance if this policy did not exist. |
| Governing law | 10. Unless some other law is agreed in writing, this policy will be governed by the laws of England. |
| Arbitration | 11. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force. |

General claims conditions

The following claims conditions apply to the whole of this **policy**. Any other claims conditions and procedures are shown in the section to which they apply.

Your obligations

1. **We** will not make any payment under this **policy** unless **you**:
 - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section;
 - b. notify **us** of any impending prosecution, inquest or fatal injury for which there may be liability under this **policy** by the end of the next business day,
 - c. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**;
 - d. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim;
 - e. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.

Fraud

2. If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then **we** will treat this **policy** as if it had never existed.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Bodily injury	Death, or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass, or interference with any easement or right of air, light, water or way.
Dishonesty	The dishonesty of your employees directly contracted to you and under your supervision, where there was a clear intention to cause you loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission.
Financial loss	Damages you would have to pay as compensation (other than arising under contract) as a result of your business .
Personal injury	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods supplied to others which were sold, manufactured, repaired, installed, erected, altered, cleaned or treated by you .
Property damage	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.
Reference	A written, or fully documented verbal reference which includes comments regarding the honesty of the individual from a previous employer, education establishment, Job Centre, HM Forces or if the individual was previously self employed, then their accountant and at least one customer.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
You / your	Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.

What is covered

Claims against you

If, as a result of **your business**, any party brings a claim against **you** for:

- a. **bodily injury** or **property damage** occurring during the **period of insurance**;
- b. **personal injury** or **denial of access** committed during the **period of insurance**,

we will indemnify **you** against the sums **you** have to pay as compensation.

This includes a claim against any employee of **yours** when they are acting on **your** behalf in whatever capacity.

This also includes a claim against **you** for **property damage** occurring during the **period of insurance** to any item being worked on, cleaned, treated or maintained by **you**.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

Cleaning Contractors: Public liability

Policy wording

Additional cover

Loss of keys

We will pay the reasonable costs to replace locks, keys or passcards for **your** client following **your** loss of their keys or electronic passcards.

We will also pay for the sums **you** have to pay as compensation to **your** client arising from their inability to access their own premises following **your** loss of their keys or electronic passcards.

The most **we** will pay in any one **period of insurance** for this additional cover is shown in the schedule.

The **excess** for this additional cover is shown in the schedule.

Unauthorised use of telephones

We will also pay for the sums **you** have to pay as compensation to **your** client following the unauthorised use of their telephone system by any of **your** employees during the **period of insurance** and notified to **us** within three months of the unauthorised use.

The most **we** will pay in any one **period of insurance** for this additional cover is the amount shown in the schedule.

The **excess** for this additional cover is shown in the schedule.

Financial loss

We will indemnify **you** if, during the **period of insurance** any party brings a claim against **you** in writing for **financial loss**.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

The **excess** for this additional cover is £1,000 or 10% of the agreed settlement value of the claim, whichever is the greater.

The most **we** will pay in any one **period of insurance** for this additional cover is the amount shown in the schedule.

We will not make any payment for any claim or loss directly or indirectly due to **financial loss**:

- a. sustained by any employee arising out of and in the course of employment by **you** in the **business**;
- b. arising as a result of strikes, lockouts or labour disturbances in which **you** and/or **your** employees are involved;
- c. arising from any act of fraud or dishonesty or from any insolvency or financial default;
- d. arising from the passing off or the infringement of patents, copyrights, trade marks or trade names or from deceit or injurious falsehood;
- e. for which an indemnity is provided by any other section of the **policy**;
- f. arising from any unauthorised access to a computer system or any interruption of or interference with electronic means of communication used in the conduct of **your business** including, but not limited to, any diminution in the performance of any website or electronic means of communication.
- g. for the diminution of the value of any property.
- h. when **your** liability arises under a contract or agreement.

Claims against principals

If, as a result of **your business**, any party brings a claim, which falls within the scope of **What is covered**, Claims against you, against **your** principal and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to the principal that **we** would have made to **you**, provided that the party to be indemnified:

- a. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- b. accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

Criminal proceedings

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** or any employee of **yours**.

Cleaning Contractors: Public liability

Policy wording

Court attendance compensation

If any person within the definition of **you**, or any other relevant party chosen by **you** (except expert witnesses) has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day that their attendance is required by **our** solicitor.

Your own losses

Losses from dishonesty

We will also indemnify **you** against **your** direct financial losses arising from **dishonesty** where the loss occurs and is discovered during the **period of insurance** and within the **geographical limits** and arises from the performance of **your business**.

We will not make any payment for losses from **dishonesty** where **you** do not have a suitable **reference** for the employee covering the period of at least two years immediately prior to commencement of employment with **you**.

The **excess** for **dishonesty** is £500.

The most **we** will pay for **dishonesty** is the amount shown in the schedule.

What is not covered

Property for which you are responsible

A. **We** will not make any payment for any claim or loss directly or indirectly due to:

1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
 - a. employees' or visitors' vehicles or effects while on **your** premises;
 - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business**;
 - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.
2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

- a. any **tool of trade**;
- b. the loading or unloading of any vehicle off the highway.

Injury to employees

3. **bodily injury** to any person arising out of and in the course of their employment under a contract of service or apprenticeship with **you**.

Bona fide subcontractors

4. any work undertaken for **your business** by bona fide subcontractors unless **you** take all reasonable steps to ensure that they have and maintain in force public liability insurance with a limit of indemnity of not less than that under this section of the **policy**. **We** will not make any payment for any claim or loss where **you** fail to demonstrate to **our** satisfaction that **you** have complied with this requirement.

Pollution

5.
 - a.
 - i. any **pollution** of buildings or other structures or of water or land or the atmosphere, or
 - ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**, unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;
 - b. any **pollution** occurring in the United States of America or Canada.

Use of heat

6. any work involving the use or application of heat away from **your** own premises.

Hazardous premises

7. any work undertaken by **you** which takes place in or on blast furnaces, chimney or well shafts, viaducts, bridges, mines, refineries, off-shore installations, power stations, dams, tunnels, airports or aerodromes, docks, wharves, piers, harbours, railways, motorways, ships, aircraft towers or steeples.

Cleaning Contractors: Public liability

Policy wording

Working at height	8. any work undertaken where you are at a height exceeding 25 metres from ground level when outside a building or structure or 25 metres from floor level when inside a building or structure.
Dumping	9. the disposal or dumping by you of any waste or materials at any location which is not licensed to accept such waste or materials.
Securing premises	10. your failure to secure any client's premises where you have been carrying out your business unless you have taken all reasonable steps to secure the premises as required by your client after you have finished undertaking your business . The excess and the most we will pay for any claim or loss due to your failure to secure any premises is shown in the schedule.
Computer virus	11. transmission of a computer virus .
Professional advice	12. designs, plans, specifications, formulae, directions or advice prepared or given by you .
Your products and services	13. the costs of altering, recalling, removing, reinstating, repairing, reconditioning or replacing any product or any of its parts. 14. a. any of your products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products; b. any of your products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or your products . c. your failure to carry out your contractual duties or the failure of your products to correctly fulfil their intended use or function or to meet the level of performance, quality, fitness or durability warranted or represented by you .
Deliberate or reckless acts	15. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Contracts	16. your liability under any contract which is greater than the liability you would have at law without the contract.
Date recognition	17. date recognition .
War, terrorism and nuclear	18. war, terrorism or nuclear risks .
Asbestos	19. asbestos risks .
Restricted recovery rights	B. We will not make any payment for: 1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Claims outside the geographical limits	4. Any claim brought against you resulting from work you undertake in any country outside the geographical limits .
Consequential or trading losses	5. Your lost profit, mark-up, liability for VAT or it's equivalent, any trading losses or trading liability including those arising out of the loss of any client, account or business.

How much we will pay

We will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below or elsewhere in this section. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

Special limits

Products

a. For claims arising from **your products**, the most **we** will pay is a single limit of indemnity for the total of all such claims. **We** will also pay for **defence costs** for those claims until the limit of indemnity has been exhausted. **You** must pay the relevant **excess** shown in the schedule.

Pollution

b. For claims arising from **pollution**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**, including any claims forming part of a series of other claims regarded as one claim under this section. **You** must pay the relevant **excess** shown in the schedule.

Claims brought in USA/Canada

c. For claims brought in the United States of America or Canada, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**. **You** must pay the relevant **excess** shown in the schedule.

Criminal proceedings costs

d. The most **we** will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against **you** during the **period of insurance**.

Court attendance compensation

e. For court attendances, **we** will pay the amount shown in the schedule for each day or part of a day. The most **we** will pay for the total of all court attendances is the amount shown in the schedule.

Paying out the limit of indemnity

At any stage **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for those claims or their **defence costs**.

Your obligations

We will not make any payment under this section:

If a problem arises

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**.
2. unless you notify us as soon as practicable of:
 - a. **your** discovery that **products** are defective;
 - b. any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Bodily injury	Death or any bodily or mental injury or disease.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Employee	Any person working for you in connection with your business who is: <ul style="list-style-type: none">a. employed by you under a contract of service or apprenticeship;b. hired to or borrowed by you;c. self-employed and working on a labour only basis under your control or supervision;d. engaged by labour only sub contractors;e. a labour master or a person supplied by him;f. engaged under a work experience or training scheme;g. a voluntary helper.
Terrorism	An act, including but not limited to the use of force or violence and/or the threat of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

What is covered

Claims against you	<p>If any employee brings a claim against you for bodily injury caused to them during the period of insurance arising out of their work for you within, or while working temporarily outside, the geographical limits, we will indemnify you against the sums you have to pay as compensation.</p> <p>The amount we pay will include defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Criminal proceedings	If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action against you .
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against your principal and you are liable for that claim, we will treat such claim as if made against you and make the same payment to the principal that we would have made to you, provided that the party to be indemnified:</p> <ul style="list-style-type: none">a. has not, in our reasonable opinion, caused or contributed to the claim against them;b. accepts that we can control the claim's defence and settlement in accordance with the terms of this section;c. has not admitted liability or prejudiced the defence of the claim before we are notified of it;d. gives us the information and co-operation we reasonably require for dealing with the claim.
Court attendance compensation	If any person within the definition of you , or any other relevant party chosen by you (except expert witnesses) has to attend court as a witness in connection with a claim against you covered under this section, we will pay you compensation for each day that their attendance is required by our solicitor.

What is not covered	A. We will not make any payment for:
Deliberate or reckless acts	1. Any claim or loss directly or indirectly due to: <ol style="list-style-type: none"> any act, breach or omission you deliberately or recklessly commit, condone or ignore.
Offshore	2. any bodily injury caused to any of your employees while they are offshore. An employee is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform.
Road traffic legislation	3. any bodily injury to any employee while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where you are entitled to indemnity from any other source.
Claims outside the applicable courts	2. Any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How much we will pay We will pay up to the limit of indemnity shown in the schedule, unless limited below, for all claims and their **defence costs** which arise from the same accident or event.

Special limits

Terrorism	a. The most we will pay for claims and their defence costs arising from terrorism is the amount shown in the schedule. If we decide that this limit applies to a claim, it is your responsibility to prove that the claim does not arise from terrorism .
Criminal proceedings costs	b. We will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against you during the period of insurance .
Court attendance compensation	c. For court attendances, we will pay the amount shown in the schedule for each day or part of a day. The most we will pay for the total of all court attendances is the amount shown in the schedule.

Your obligations We will not make any payment under this section:

If a problem arises	1. unless you notify us promptly of any claim or threatened claim against you . 2. unless you notify us as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body. 3. if, when dealing with your employee or a third party, you admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement.
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Control of defence We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Compulsory insurance clause This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or the Continental Shelf around these countries. **You** must repay all payments **we** make which **we** would not have been liable to pay in the absence of such law.