



Policy wording

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Table of Contents

GENERAL INFORMATION	3
DEFINITIONS	3
GENERAL CONDITIONS	6
WHAT WE DO NOT COVER	9
CLAIMS CONDITIONS – WHAT YOU MUST DO	11
WHO IS YOUR INSURER?	13
SECTION A. EMPLOYERS LIABILITY	14
WHAT IS COVERED	15
WHAT WE DO NOT COVER	17
CLAIMS CONDITIONS	18
CLAIMS SETTLEMENT	18
SECTION B. PUBLIC LIABILITY & SECTION C. PRODUCTS LIABILITY	19
WHAT IS COVERED	21
ADDITIONAL COVERS	22
SECTION CONDITIONS	24
WHAT WE DO NOT COVER	25
CLAIMS SETTLEMENT	28
SECTION D PROFESSIONAL INDEMNITY	29
1. ABOUT YOUR POLICY	29
2. MAKING A CLAIM	30
3. PROFESSIONAL LIABILITY	30
4. LIMITS & EXCLUSIONS	31
5. CLAIMS PROCEDURE	35
6. CLAIMS CONDITIONS	36
7. GENERAL CONDITIONS	38
8. DEFINITIONS	41
SECTION E CONTRACT WORKS AND	47
PLANT CONDITIONS APPLICABLE TO	57
SECTION E	



General Information

Welcome to **Your** Admiral Business **Policy**.

This is **Our** Small Business '**Policy** Wording', which gives an oversight to the sections that will follow and will vary depending on the covers **You** select.

Our agreement with you

Thank **You** for choosing Admiral Business as **Your** insurance **Policy**.

In return for **You** paying the appropriate premium and complying with the terms and conditions of the **Policy**, **We** agree to cover **You** in accordance with the terms of the **Policy**.

Some things to know about Your Policy

Your Policy is made up of:

1. General Terms and Conditions (within this document) that detail the contractual insurance relationship between **You** and us.
2. A '**Policy Schedule**' which is where **You** will find the active sections of the **Policy** that **You** have purchased along with the limits of **Our** cover and any excess or endorsements that detail specific changes to the standard terms of the **Policy** that are specific to **Your** cover.
3. A '**Policy** Wording' (this document) that will give **You** a greater understanding of the cover that **You** have bought and will also include some general limits and excess.
4. 'Statement of Fact'.
5. 'Summary of Cover'.

These documents (whether physical or electronic) form the contract between **You** and Us. Please keep them in a safe place.

Definitions

The following definitions apply to all claims under the **Policy**, in addition to the specific terms and conditions in each section of the **Policy**.

Asbestos

1. Crocidolite, amosite, chrysolite, fibrous actinolite, fibrous anthophyllite, fibrous tremolite or any mixture containing any of these materials;
2. Fibres or particles of any material in 1. above; or
3. Any material containing anything in 1. or 2. above.

Bodily Injury

Death, physical injury, illness, disease or mental injury.

Business

The activities of the business shown in the **Schedule**.

Computer System

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

Cyber Loss

Any loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing, or remediating any Cyber Act or Cyber Incident.

Cyber Act

An unauthorised, criminal or malicious act or series of related unauthorised, criminal or malicious 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.

Cyber Incident

1. Any error or omission or series of errors or omissions involving access to, processing of, use of or operation of any Computer System; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Damage/Damaged

Physical loss, damage or destruction.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Employee

Anyone who is, or was at the time of any act, incident or event, under a contract of service or apprenticeship with You, whilst working under **Your** direct control and supervision in the course of the Business.

Endorsement

Any agreed alteration to the terms of the **Policy**, shown on the **Schedule**.

Excess

The amount shown on the **Schedule** as the 'Excess'. This is the amount **You** must bear for the corresponding claim.

Period of Insurance

The time period shown on the **Schedule** as the 'Period of Insurance'

Policy

This **Policy** of insurance, including the **Schedule** and any Endorsements.

Pollution

Pollution or contamination of buildings, other structures, land, water or the air by any electronic, solid, liquid, gaseous or thermal irritant or contaminant. This includes any electromagnetic fields, noise, radio waves, smoke, vapour, water-borne disease, soot, fumes, acids, alkalis, chemicals and waste.

Premises

The address or addresses shown on the **Schedule** that **You** supplied to **Us** as the addresswhere **You** run **Your** business from.

Property

Physical **Property**. **Property** does not include data held on any computer system or media.

Schedule

The **Schedule** accompanying this **Policy** document, which specifies the details of the cover, excess and limits of the **Policy**.

Territorial Limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man or the territories defined as 'Territorial Limits' in any section of the **Policy**, for the purposes of that section only.

Terrorism

1. For England, Scotland and Wales, the acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.
2. For Northern Ireland, an act including but not limited to the actual or threatened use 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. This includes the intention to influence any government or put the public or any section of the public in fear.
3. For the Channel Islands and the Isle of Man, an act of any person acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence any government de jure or de facto.

Virus

Any code, instructions, software or program which contains unauthorised, criminal or malicious instructions to initiate an event on the infected computer system causing modification or unavailability of, or damage to, data, memory or media.

War

1. War, invasion, acts of foreign enemies, hostilities, or warlike operations (whether or not war is declared); or
2. civil war, mutiny, civil commotion amounting a popular uprising or military rising; or
3. insurrection, rebellion, revolution or military or usurped power.

We/Us/Our

Admiral Business

You/Your

1. The person or entity shown on the '**Policy Schedule**' as 'name of insured'; and
2. Anyone else within the definition of '**You/Your**' in any section of the **Policy**, for the purposes of that section only.

General Conditions

The following conditions apply to all claims and losses under the **Policy**.

Presentation of the risk

1. Before any cover under this **Policy** can start, renewed or whenever changes are made to it, **You** must provide **Us** with a 'fair presentation of the risk' to be insured. The presentation must:
 - a. Include all material facts which are known, or ought to be known, by You, **Your** senior management or anyone arranging the **Policy** on **Your** behalf;
 - b. be made following a reasonable search; and
 - c. be reasonably clear and accessible.

This is the information that **We** have taken from **You** during the quotation process and any subsequent communication that **We** had where **We** have needed to clarify points, either on the phone or via emails.

Failure when presenting the risk which is deliberate or reckless

2. If **You** deliberately or recklessly fail to comply with the obligation under General Condition 1. above, **We** can avoid the **Policy**. **We** will be entitled to:
 - 2.a. Refuse to cover any claim under the **Policy** and treat it as if it never came into existence;
 - 2.b. Require **You** to repay all payments already made by **Us** under the **Policy**; and
 - 2.c. Keep any premium payments **You** have made.

Failure when presenting the risk which is neither deliberate nor reckless

3. If **You** fail to comply with the obligation under General Condition 1. above, but the failure was neither deliberate nor reckless, **Our** rights will depend upon what would have happened if **You** had provided a fair presentation.

If **We** would have:

- 3.a. Refused to insure You, **We** can avoid the **Policy**. This means **We** will have the rights under 2. 2.a. and 2.b. above, although **We** will return any premium payments **You** have made;
- 3.b. Insured You, but the terms of the **Policy** would have been different, the **Policy** will remain in force as if those alternative terms had applied since the start of the Period of Insurance. This does not apply to anything that only affects the premium; or
- 3.c. Insured You, but charged a higher premium, the amount **We** pay for any claim under the **Policy** will be proportionately reduced or **We** will require any additional premium to be paid by **You** prior to settling the claim, by reference to the difference between the premium charged and the premium **We** would have charged if **You** had provided a fair presentation.

We will apply the following calculation to any proportionate reduction:

(Premium **We** would have charged, minus actual premium charged) X amount of the claim.
Please note that both b. and c. above can apply at the same time.

Change of risk

4. If during the Period of Insurance there are any material changes or additions to the information contained in the presentation of the risk, **You** must let **Us** know as soon as possible. **We** may:

- 4.a. Confirm the **Policy** remains in force with no changes;
- 4.b. Change the terms of the **Policy**, including the premium and any Excess; or
- 4.c. Cancel the **Policy** with effect from the date of the material changes or additions if the new information that **You** have provided to **Us** means that **We** would not offer an insurance quote. **We** do not cover any changes to the Business unless **You** have told **Us** about them and **We** have agreed to provide cover.

Precautions

5. **You** must at **Your** expense:

- 5.a. Take all reasonable precautions to prevent or minimise the likelihood of any act, incident or event that could lead to a claim under this **Policy**;
- 5.b. Ensure that all **Property** covered under the **Policy** is maintained in a good state of repair;
- 5.c. Exercise reasonable care in the selection of **Employees** and give them adequate resources and training to maintain a sufficient level of competence to fulfil their duties;
- 5.d. Comply with all relevant legal requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of **Property** and people;

5.e. Take all reasonable precautions to prevent unauthorised use of or access to **Your** records, Computer System and website; and

5.f. Ensure all Data is backed up.

We do not cover any claim, loss or liability arising while **You** are not in full compliance with these conditions. However, **We** will still cover **You** if **You** can prove that **Your** failure could not have increased the risk of the claim or loss arising.

Premium payment

6. **We** will not make any payment under the **Policy** unless all due premium payments, including any premium instalment payments, have been paid.

Cancellation by You

7. **You** can cancel this **Policy** at any time. **We** will return any premium **You** have paid that relates to the period after the effective date of cancellation, provided **You** have not made a claim under the **Policy**.

Cancellation by Us

8. **We** can cancel the **Policy** at any time by giving **You** 30 days' notice in writing or by email after **We** have tried to contact **You** by email or phone. Where **You** have failed to pay **Your** premium, or any instalment of the premium, this period is reduced to 7 days. If **You** pay by instalments and **You** fail to pay after the 7 days' notice period, cancellation will take effect from the date the instalment was due to be paid and **You** will have no cover under this **Policy** for the period after that date. **We** will return any premium **You** have paid that relates to any period after the date the cancellation takes effect.

Rights of third parties

9. Save as provided by this **Policy**, no one who is not a party to the **Policy** has any right to enforce its terms under the Contracts (Rights of Third Parties) Act 1999, which would not exist other than under the Act.

Interests of third parties

10. Where **You** are required under any mortgage, lease, hire or hire purchase agreement to include the interest of any third party under this **Policy**, **We** will note the interest of such third party provided **You** tell **Us** about their interest as soon as possible.

Governing law and jurisdiction

11. Unless agreed otherwise in writing:

- a. The **Policy** will be governed by the laws; and
- b. All disputes relating to the **Policy** shall be submitted to the exclusive jurisdiction of the courts, of the country within the Territorial Limits where **You** are based.

Excess for claims under more than one section

12. If any single act, incident or event gives rise to cover under more than one section of the **Policy**, **You** will only be liable to pay for one Excess, being the highest that applies.

We can deduct the Excess from any claims payment.

Compulsory insurance

13. If the Employers' Liability section is shown as insured in the **Schedule**, these General Conditions apply subject to the laws and regulations relating to the compulsory insurance of liability to **Employees** in the country within the Territorial Limits where **You** are based. **You** must repay to **Us** any amounts **We** are required by such legislation to pay in respect of any claim which **We** would not otherwise have had to pay as a result of a breach of any of these General Conditions.

Arbitration

14. If there is a dispute between **You** and **Us** as to the amount to be paid if there is a claim (where **We** agree the claim is covered), the dispute will be referred to a single arbitrator, who shall be appointed in accordance with the relevant statutory provisions in place at the time. **You** cannot commence legal proceedings against **Us** unless an arbitrator has been appointed and has made an award in accordance with this condition.

What We Do Not Cover

The following exclusions apply to all claims and losses under the **Policy**, except for claims and losses under the Employers Liability section if shown as insured in the **Schedule**.

We do not cover any claim, loss or liability:

War

1. Directly or indirectly due to War, including any action taken by a government as a direct consequence of War.

Commotion in Northern Ireland

2. Directly or indirectly due to civil commotion in Northern Ireland.

Sonic bangs

3. Directly or indirectly due to pressure waves caused by aircraft or other airborne devices travelling at sonic or supersonic speeds.

Irradiation or contamination by nuclear material

4. Directly or indirectly due to:

4.a. Ionising radiation or contamination by radioactivity from any:

- Nuclear fuel or from the combustion of nuclear fuel; or
- Nuclear waste; or

4.b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

Asbestos

5. Directly or indirectly due to Asbestos.

Prior circumstances

6. That have been, or should have been, notified under any other insurance in place before the start of the Period of Insurance.

Virus or hacking

7. Directly or indirectly due to any Virus or hacking. However, this does not apply to any otherwise covered loss, which is caused directly by:

- a. Fire, lightning or explosion;
- b. Aircraft, aerial devices or anything dropped from them;
- c. Riot, civil commotion, strikers, locked-out workers or anyone taking part in a labour disturbance;
- d. Earthquake;
- e. Storm, flood or escape of water from any tank, apparatus or pipe;
- f. Impact from any motor vehicle or anything falling from them;
- g. Animals; or
- h. Theft, attempted theft or acts of malicious persons involving physical force or violence

Cyber liability

8. Directly or indirectly due to any Cyber Loss or any business activity via:

1. The internet
2. **Your** own website, internet site or web address; or
3. The transmission of e-mail, or documents by electronic means.

Electronic risks

9. Directly or indirectly arising from:

1. Damage to, unavailability of, or loss of Data. This includes:
 - a. Damage to, or loss or corruption of, Data;
 - b. Unauthorised processing, storage, retention, exfiltration, appropriation, use or modification of, or access to, Data;
 - c. Unauthorised disclosure or transmission of Data to any third party;
 - d. Damage or loss arising from the misinterpretation or misuse of Data; or
 - e. Damage or loss arising from any operator error in relation to Data; or

9.2. due to:

- a. The transmission of a Virus;
- b. Unauthorised access to a Computer System;
- c. Interruption of, or interference with, any means of communication used in the conduct of **Your** Business, including any reduction in the performance of any website;

- d. The complete or partial failure or inability to perform or function of a Computer System; or

Other insurance

10. that would be covered under any other insurance if this **Policy** did not exist. This does not apply to any amount over the amount that would have been payable under the other insurance if this **Policy** did not exist.

Confiscation

11. directly or indirectly due to the confiscation, nationalisation, requisition or destruction of any **Property** by or under the order of any government or public authority.

Dishonesty

12. Directly or indirectly due to any dishonest, deliberate or malicious act by **You** or any **Employee**.

Claims Conditions – What You Must Do

If **You** need to make a claim under the **Policy**, the following **Claims Conditions** apply, except for claims under the Employers Liability section if shown as insured in the **Schedule**.

Notification

1. **You** must give **Us** notice as soon as possible:
 - 1a. and in any event within 14 days of any claim against **You** or anything that is likely to lead to a claim against **You**; or
2. of any other act, incident or event that could lead to a claim under the **Policy**. If **You** do not, **We** will not cover the claim.

2a. When providing **Your** notification, please use the following contact details:

Contact details

Tel – **044 20 3808 8533**

Email – **claims@admiralbusiness.com**

Informing the Police

3. **You** must notify the Police immediately in the event of any claim under the **Policy** arising from:

- a. Vandalism;
- b. Theft or attempted theft; or
- c. Loss of money.

If **You** do not, **We** will not cover any claim connected to the incident.

Information

4. **You** must let **Us** have, at **Your** expense, any information and assistance that **We** reasonably require in relation to any claim under the **Policy**.

No admissions

5. In respect of any claim against You, **We** will not make any payment if **You** make any admission of liability, payment, offer of settlement or incur any costs or expenses without **Our** prior written agreement.

Recoveries

6. **You** must give **Us** all information and assistance **We** reasonably require to pursue a recovery against any third party of any payment **We** have made under the **Policy**. **We** will not exercise any right of recovery against **Your** partners, directors, executive officers or **Employees**, unless the claim or loss arose as a result of, or was contributed to by, that person's dishonest, malicious, fraudulent or criminal act or omission.

Defence of claims

7. For any claim against **You** that is covered under the **Policy**, **We** have the right to:
- Conduct the defence of the claim;
 - Instruct legal advisors or other suitable experts; and
 - Agree a settlement of the claim.

Maximum payment

8. The most **We** will pay for any claim under the **Policy** is the amount of cover shown in that section or sum insured shown on the **Schedule**. **We** can pay **You** such maximum amount (or the balance after any previous payments have been taken into account) at any time. If **We** make such a payment, **We** will have no further involvement in that claim or loss, including in the defence of any claim.

Value Added Tax

9. Where **You** are accountable to tax authorities for any Value Added Tax (VAT), any payment **We** make under this **Policy** will not include such tax.

Non-compliance with conditions

10. Unless a more specific solution is set out, if **You** fail to comply with any condition within this **Policy**, **We** will reduce the amount **We** pay to reflect the extent to which the loss or damage has increased as a result of **Your** failure to comply with the condition.

Legal representative appointed by us

11. Neither **You** or **Us** will be required to contest any legal proceedings unless a legal representative appointed by **Us** advises that taking such action 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 **You** successfully defending the claim.

Fraudulent claims

12. If **You** or someone acting on **Your** behalf makes a fraudulent or exaggerated claim, **We** will:
- Not cover that claim, loss or liability;

- b. Serve notice to terminate the **Policy** with effect from the date of the fraudulent or dishonest act;
- c. Require **You** to repay any payments already made in relation to:
 - i. the fraudulent or exaggerated claim; or
 - ii. any claim made after the date of the fraudulent or exaggerated claim; and
- d. Keep all premium payments.

Who Is Your Insurer?

Your Policy is arranged by Admiral Business, a trading name of Able Insurance Services Limited, on behalf of Admiral Insurance (Gibraltar) Limited.

Complaints & Enquiries

We are fully committed to giving **You** a first class level of service. But if **You** ever feel like **We** have fallen short of the mark, please address **Your** concerns or complaints to:

Complaint Manager,
Able Insurance Services Limited,

Ty Admiral, David Street,
Cardiff, United Kingdom,
CF10 2EH.

Tel: 020 3808 7099

Email: claims@admiralbusiness.com

If **We** have given **You Our** final response but **You** are still unhappy, or more than 8 weeks have passed since **We** received **Your** original complaint, **You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service (FOS). Here are their details:

The Financial Ombudsman,
Service Exchange Tower
London E14 9SR

www.financial-ombudsman.org.uk

Tel: 0800 0 234 567 or: 0300 123 9 123

Email: complaint.info@financialombudsman.org.uk

Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **We** cannot meet **Our** obligations under the **Policy**, depending on the type of business and the circumstances of the claim. For compulsory classes of insurance and professional indemnity, the advising and arranging of insurance is covered for 100% of the claim. For other classes of insurance the advising and arranging of insurance is covered for 90% of the claim. There is no upper limit in either case. **You** can contact the Financial Services Compensation Scheme using the details below:

Financial Services Compensation Scheme 10th
Floor Beaufort House
15 St Botolph Street London,
EC3A 7QU

enquiries@fscs.org.uk
0800 678 1100 or 020 7741 4100
www.fscs.org.uk

Section A. Employers Liability

This section does not apply if shown as not insured in the **Schedule**.

This section of the **Policy** provides cover for claims against **You** arising from Bodily Injury to Your Employees.

Cover under this section is provided on an 'occurrence' basis. This means it covers claims arising from incidents occurring during the Period of Insurance, regardless of when the claim is brought against You.

Compulsory Insurance

The cover under this section of the Policy is intended to comply with any laws and regulations relating to the compulsory insurance of liability to Employees in the country within the Territorial Limits where You are based. You must repay to Us any amounts We pay which We would not have had to pay other than as a result of the compulsory insurance laws and regulations.

Section Definitions

The following definitions apply to this section of the Policy, in addition to the General Definitions.

Defence Costs

Legal costs and expenses, including the cost of expert witnesses, incurred with **Our** prior agreement for investigating and defending a covered claim against You. This does not include **Your** own overheads, including salaries and expenses.

Employee

For the purposes of this section only, '**Employee**' means anyone who is, or was at the time of any act, incident or event:

1. Under a contract of service or apprenticeship with You;
2. Hired to or borrowed by You;
3. Engaged in connection with a work experience or training scheme;
4. A labour master or person supplied by such labour master;

5. A self-employed person working on a labour only basis under **Your** direct control or supervision; or
6. A voluntary helper, whilst working for **You** in the course of the business.

Limit of Cover

The amount shown as the 'Limit of Cover' on the **Schedule**, which is the most **We** will pay for the corresponding claim.

Offshore

From the time an **Employee** boards a form of transport for departure to an offshore installation, rig or platform, until they disembark on their return from such installation, rig or platform.

You/Your

For the purposes of this section only, '**You/Your**' is extended to include any:

1. Director or **Employee** of **Yours**;
2. Officer, committee member or member of **Your** canteen, sports, social or welfare organisation, or **Your** fire, security, first aid, medical or ambulance services whilst acting in such capacity;
3. Any director or senior official of **Yours** in relation to private work undertaken for them by an **Employee**; or
4. Personal legal representative of anyone above, in the event of that person's death, but only to the extent of the deceased individual's liability.

What Is Covered

Where shown on the **Schedule**, **We** provide the following cover up to the corresponding Limit of Cover.

Claims for Bodily Injury to Employees

We will cover **You** against compensation payable by **You** as a result of a claim brought against **You** for Bodily Injury to an **Employee** occurring during the Period of Insurance

1. Within the Territorial Limits; or
2. While an **Employee** resident within the Territorial Limits is temporarily employed in the European Union, in connection with the Business conducted by **You** from Premises within the Territorial Limits.

Additional Covers

We will also provide the additional covers shown below, up to the corresponding Limit of Cover.

Unsatisfied court awards

1. If an **Employee**, or the personal representative of any **Employee**, has obtained a

judgment for damages in respect of Bodily Injury sustained by the **Employee** and the judgment has not been paid in full 6 months after the date of judgment, then **We** will pay any outstanding amounts to the **Employee** or their personal representative, if **You** ask **Us** to.

We will only make payment if:

- a. The Bodily Injury was suffered by the **Employee**:
 - i. during the Period of Insurance; and
 - ii. in the course of their employment with **You** in connection with the Business;
- b. The judgment: I. was awarded in a court in the Territorial Limits; and
 - i. Is not subject to an appeal; and
- c. The **Employee** or their personal representative assigns the judgment debt to **Us**.

Cross liabilities

2. Where more than one person or entity is covered under this section, **We** will insure each as if a separate **Policy** had been issued to each of them. However, this will not increase the amount **We** pay overall in the event of a claim.

Legal costs

3. For any claim covered under the section, **We** will pay:
- a. **Your** liability for the claimant's legal costs and expenses; and
 - b. **Defence Costs**.

Court attendance costs

4. If **We** require any partner, principal or **Employee** of **Yours** to attend court as a witness in connection with a claim covered under this section, **We** will pay **You** £300 for each day they are required to attend.

Health and safety and manslaughter defence costs

5. **We** will cover **You** against Defence costs for:
- a. Representation at any Coroner's inquest or fatal inquiry in respect of any death;
 - b. Defending any criminal prosecution alleging breach of statutory duty, including any prosecution under:
 - i. Health and Safety at Work etc. Act 1974; or
 - ii. Health and Safety at Work (Northern Ireland) Order 1978; or
 - c. Defending any criminal prosecution alleging manslaughter, corporate manslaughter or corporate homicide, in relation to any incident that could result in a covered claim under this section of the **Policy**. **We** will also pay any recoverable prosecution costs and the costs incurred with **Our** prior agreement to appeal.

However, We do not cover:

- i. Any actual or alleged act, omission or incident, unless committed during the Period of Insurance;
- ii. Proceedings arising from any deliberate act or omission by You;
- iii. Compensation ordered or awarded by any court of criminal jurisdiction;
- iv. Costs and expenses in connection with any inquest or inquiry or the defence of any criminal proceedings brought in any country outside the Territorial Limits;
- v. Costs and expenses where cover is available from any other source or is provided by any other insurance or where, but for the existence of this **Policy**, cover would have been provided by such other source or insurance;
- vi. Any incident if Bodily Injury or **Property** Damage has not occurred; or
- vii. Costs under 5.c. above after any connected civil claim has been resolved.

Injury to working partners

6. If **You** are a working partner, **We** will cover **You** under this section as if **You** were **Employee** if:

- a. **You** suffer a Bodily Injury while working in connection with the Business during the Period of Insurance;
- b. The Bodily Injury is caused by another partner or **Employee** while working in connection with the Business; and
- c. **You** have a valid claim for negligence against the other partner or **Employee**.

What We Do Not Cover

The following exclusions apply to this section of the **Policy**, in addition to the General Exclusions.

We do not cover liability:

Motor vehicles

1. for Bodily Injury suffered by an **Employee** whilst:

1. In or on; or
2. Entering or getting onto, or alighting from, a vehicle for which insurance or security is required under any law relating to the compulsory insurance of motor vehicles, or where **You** are entitled to cover under any other insurance.

Offshore

2. For Bodily Injury suffered Offshore.

Fines and penalties

3. For:

- a. Fines or penalties;
- b. Costs of appeal against any improvement or prohibition notices;
- c. Fees for intervention payable under the Health and Safety Fees (Regulations) 2012;
- d. Compensation ordered or awarded by a Court of Criminal Jurisdiction; or
- e. Liquidated, punitive, aggravated, exemplary or multiplied damages awarded by any court outside the **Territorial Limits**.

Other insurance

4. That would be covered under any other insurance if this **Policy** did not exist. This does not apply to any amount over the amount that would have been payable under the other insurance if this **Policy** did not exist.

Claims conditions

Notification

1. **You** must give **Us** notice as soon as possible:
 - a. And in any event within 14 days, of any claim against **You** or anything that is likely to lead to a claim against **You**; or
 - b. Of any other act, incident or event that could lead to a claim under the **Policy**.
2. In respect of any claim against You, **You** must not make any admission of liability, payment, offer of settlement or incur any costs or expenses without **Our** prior written agreement.
3. If **You** do not comply with 1. or 2. above, **We** will not cover the claim other than to the extent necessary to comply with any laws and regulations relating to the compulsory insurance of liability to **Employees** in the Territorial Limits. **You** must repay to **Us** any amounts **We** pay in respect of the claim which **We** would not have had to pay other than as a result of the operation of such compulsory insurance laws and regulations.

Claims Settlement

In the event of a claim, the amount **We** pay will be calculated in accordance with the terms below.

Maximum payment

1. The most **We** will pay for any claim is the corresponding Limit of Cover shown on the **Schedule**. This includes any amount payable for the claimant's legal costs and expenses and Defence Costs.

Connected claims

2. All claims arising from or connected with any one act, incident or event, or from the same source or original cause will be treated as one claim. This means **We** will only pay one Limit of Cover in respect of all such claims.

Specific limit for Terrorism

3. For claims directly or indirectly due to Terrorism, **We** will not pay more than £5,000,000 for any one claim.

Specific limit for health and safety and manslaughter defence costs

4. The most **We** will pay for claims for health and safety and manslaughter defence costs is £1,000,000 in the aggregate for all Defence Costs.

Paying the limit

5. At any time during a claim, **We** can pay You:

- a. The Limit of Cover, or the remaining balance of that limit; or
- b. Any amount for which the claim can be settled.

If **We** make such a payment it will be in full and final settlement of any liability **We** may have to indemnify **You** under this **Policy**. **We** will then relinquish conduct and control of the Claim and have no further liability in respect of it. For the avoidance of doubt this means that **We** will not be liable for any Defence costs that may be incurred after the date upon which any such payment is made by **Us**.

Section B. Public Liability & Section C. Products Liability

This section of the **Policy** provides cover for claims against **You** arising from Bodily Injury or **Property** Damage to **Property** belonging to others, happening during the Period of Insurance, regardless of when the claim is brought against You.

Section Definitions

The following definitions apply to this section of the **Policy**, in addition to the **General Definitions**.

Abuse

Any:

1. Physical or mental abuse;
2. Assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment;
3. Act of a sexual nature or any act undertaken with a sexual motive; or
4. Repeated or continuing act of contempt, use of insulting words or behaviours.

Avionics

Any Product designed to be used on or in any aircraft or airborne vehicle.

Business

For the purposes of this section only, 'Business' is extended to include:

1. Ownership, use and upkeep of **Your** Premises;
2. Upkeep of vehicles and plant owned and used by You;
3. Canteen, social, sports, educational and welfare organisations provided by **You** for the benefit of any **Employee**;
4. **Your** first aid, fire security and ambulance services;
5. **Your** participation in exhibitions; and
6. Private work by any **Employee** with **Your** prior agreement for **You** or for any director, partner or **Employee** of **Yours**.

Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
2. The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organism; and
3. The disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of **Property**.

Defence Costs

Legal costs and expenses incurred with **Our** prior agreement for investigating and defending a covered claim against You. This does not include **Your** own overheads, including salaries and expenses.

Employee

Anyone who is, or was at the time of any act, incident or event:

1. Under a contract of service or apprenticeship with **You**;
2. Hired to or borrowed by **You**;
3. Engaged in connection with a work experience or training scheme;
4. A labour master or person supplied by such labour master;
5. A self-employed person working on a labour only basis under **Your** direct control or supervision; or
6. A voluntary helper, whilst working for **You** in the course of the business.

Limit of Cover

The amount shown as the 'Limit of Cover on the **Schedule**, which is the most **We** will pay for the corresponding claim.

Principal

Any person, firm or company **You** have entered into a contract or agreement with to do work for, or to provide services for, in connection with **Your** Business.

Property Damage

Loss or destruction of, or Damage to, **Property**.

Product

Any item (including its packaging, labels and instructions for use), which is:

1. Manufactured, sold, supplied, processed, altered or treated;
2. Repaired, serviced, tested or maintained; or
3. Installed, commissioned, constructed or erected, by **You** or on **Your** behalf and which is no longer in **Your** care or control.

Works

All works that have been completed or are to be completed by **You** or on **Your** behalf, including any:

1. Materials incorporated or intended to be incorporated into the works; and
2. Plant tools equipment and temporary buildings used or intended to be used, during the period **You** are responsible under any contractual condition

You/Your

For the purposes of this section only, '**You/Your**' is extended to include any:

1. Director or **Employee** of **Yours**;
2. Officer, committee member or member of **Your** canteen, sports, social or welfare organisation, or **Your** fire, security, first aid, medical or ambulance services whilst acting in such capacity;
3. Any director or senior official of **Yours** in relation to private work undertaken for them by an **Employee**; or
4. Personal legal representative of anyone above, in the event of that person's death, but only to the extent of the deceased individual's liability.

What is Covered

Where shown on the **Schedule**, **We** provide the following cover up to the corresponding **Limit of Cover**.

Claims for Bodily Injury & Property Damage

1. **We** will cover **You** against compensation payable by **You** as a result of a claim brought against **You** for:

1. **Bodily Injury** to any person;
2. Property Damage;
3. Obstruction, trespass or nuisance;
4. Interference with any right of way, air or light; or
5. wrongful arrest, detention, imprisonment or eviction,

happening during the **Period of Insurance** within the **Territorial Limits** or the European Union, in connection with the **Business** conducted by you from **Premises** within the **Territorial Limits**.

Additional Covers

We will also provide the additional covers shown below, up to the corresponding **Limit of Cover**.

Indemnity to Principals

1. At **Your** request, **We** will extend the cover under this section:

- 1.a. To any principal of **Yours**;
- 1.b. For whom **You** are undertaking activities in the course of a business;
- 1.c. Where **Your** contract with the principal requires **You** to provide such cover; and
- 1.d. Where the claim arises from carrying out **Your** business for the principal.

However, **We** will only cover the Principal if they comply with the terms of the **Policy** as if they are You, including allowing **Us** to retain sole conduct and control of all covered claims.

Contingent motor liability

2. **We** will extend the cover under this Public Liability section to include cover for **You** against compensation payable by You, as a result of a claim brought against **You** for:

1. Bodily Injury to any person; or
2. **Property** Damage, as a result of the use of a motor vehicle, including any trailer attached to it, during the Period of Insurance within the Territorial Limits and in the course of the Business.

However, this does not include cover:

- a. As a result of the use of a vehicle that is owned, loaned, leased, hired or rented to **You** or provided by You;
- b. As a result of any use of a vehicle except on a road or in a public place;
- c. For liability arising from **Property** damage to the vehicle itself or anything in or on the vehicle, including any trailer;
- d. For liability that results from bodily injury or **Property** damage arising while the vehicle

is being driven:

- I. By You, other than by an **Employee**; or
- II. With the consent of **You** or **Your** representative by anyone who is not legally entitled to drive the vehicle; or
- III. for any liability that is covered under any other insurance.

In all other respects the definitions, conditions and exclusions in this section of the **Policy** apply.

Employees and Visitors Personal Belongings

3. **We** will cover **You** for accidental **Property** damage to **Employees'** and visitors' vehicles and personal **Property** which are in **Your** custody or control, happening during the period of insurance. However, this does not include cover for any vehicle or personal Property that is:

- 3.a. Loaned, leased, hired or rented to **You**;
- 3.b. Stored for a fee or other consideration by **You**; or
- 3.c. In **Your** custody or control for the purposes of being worked on.

Health and safety defence costs

4. **We** will cover **You** against Defence Costs for:

- 4.a. Representation at any Coroner's inquest or fatal accident inquiry in respect of any death;
- 4.b. Defending any criminal prosecution alleging breach of duty, including any prosecution under:
 - Health and Safety at Work etc. Act 1974; or
 - Health and Safety at Work (Northern Ireland) Order 1978; or
- 4.c. Defending any criminal prosecution alleging manslaughter, corporate manslaughter or corporate homicide, in relation to any incident that could result in a covered claim under this section of the **Policy**. **We** will also pay any recoverable prosecution costs and the costs incurred with **Our** prior agreement to appeal.

However, **We** do not cover:

- I. Any actual or alleged act, omission or incident, unless committed during the period of insurance;
- II. Proceedings arising from any deliberate act or omission by **You**;
- III. Compensation ordered or awarded by any court of criminal jurisdiction;
- IV. Costs and expenses in connection with any inquest or inquiry or the defence of any criminal proceedings brought in any country outside the territorial limits;
- V. Costs and expenses where cover is available from any other source or is provided by any other insurance or where, but for the existence of this **Policy**, cover would have been provided by such other source or insurance;

- VI. Any incident if bodily injury or **Property** damage has not occurred; or
- VII. Costs under c. Above after any connected civil claim has been resolved.

Cross liabilities

- 5. Where more than one person or entity is covered under this section, **We** will insure each as if a separate **Policy** had been issued to each of them. However, this will not increase the amount **We** pay overall in the event of a claim.

Contractual liability

- 6. **We** will pay for **Your** liability under any contract for Bodily Injury happening during the Period of Insurance, provided that the control of any claim falls to Us.

However, this does not include cover for:

- 6.a. Any contract for or including the carrying out of work outside of the territorial limits or the European Union; or
- 6.b. Claims arising from any work completed under contract by You, once this has been handed over to **Your** employer.

Legal costs

- 7. For any claim covered under this section, **We** will pay:

- 7.1 **Your** liability for the claimant's legal costs and expenses; and
- 7.2 Defence Costs.

Court attendance costs

- 8. If **We** require any partner, principal or **Employee** of **Yours** to attend court as a witness in connection with a claim covered under this section, **We** will pay **You** £300 for each day they are required to attend.

Section Conditions

The following conditions apply to this section of the **Policy**, in addition to the General Conditions.

Suspension of cover

- 1. In respect of any cover under additional covers, health and safety defence costs, **We** may:
 - a. At any reasonable time inspect any premises or other relevant **Property**; and
 - b. In the event of any defect or danger being identified, give written notice to **You** that **Our** liability is suspended in respect of any incident that may arise from any such defect or danger.

Appointment of independent service provider

- 2. For claims under Additional covers, Health and safety defence costs, **We** will pass the claim to a service provider to administer the claims settlement on **Our** behalf, under the terms of **Our** agreement with them.

What We Do Not Cover

The following exclusions apply to this section of the **Policy**, in addition to the General Exclusions.

We do not cover liability:

Warranties, indemnities and guarantees

1. Under any express warranty, indemnity or guarantee given or agreed by **You** in relation to any Product, unless liability would have arisen in the absence of the warranty, indemnity or guarantee.

Employees

2. for Bodily Injury to any **Employee**, including any **Employee** engaged by **You** outside the Territorial Limits.

Your Property

3. for **Property** Damage to any **Property**:
- Belonging to You;
 - leased, hired or rented to You;
 - held in trust by **You** or which is in **Your** care, custody or control;
 - held in trust by or in the custody or control of any other party carrying out work on **Your** behalf; or
 - which must be insured under the terms of Clause 21.2.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or any similar clause in any contract.

This does not apply to:

- vehicles or personal belongings of **Your Employees** or visitors whilst on **Your** premises;
- any premises which **You** do not own or rent, where **You** are temporarily carrying out **Your** business; or
- premises **You** rent in respect of **Property** damage that is not insured elsewhere and for which **You** are only liable under the terms of the lease or rental agreement.

Vehicles

4. Resulting from the ownership, possession or use by You, or by anyone on **Your** behalf, of any:

- Aircraft, airborne device or hovercraft;
- Watercraft exceeding 8 metres in length;
- Motor vehicle, trailer or plant compulsory insurance or security is required under any legislation that governs the use of the vehicle.

This does not apply to:

- i. Cover provided under additional covers, contingent motor liability; or
- ii. The loading or unloading of any such vehicle, trailer or plant where cover is not provided by any other insurance.

Pollution specific exclusions

5. Arising from pollution that is not caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific time and place during the period of insurance.

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

Defective premises exclusions

6. for the costs of remedying or rectifying any actual or alleged defect in any Premises or other **Property** sold, let or otherwise disposed of by You.

Under the defective premises act 1972 for:

- a. Bodily Injury or **Property** Damage occurring before **You** disposed of the Premises or **Property**; or
- b. Any incident that is covered under any other insurance.

Advice

8. Directly or indirectly due to any advice, instruction, consultancy, design, specification, formula, inspection certificate or testing prepared or given by **You** for a fee.

Work offshore

9. directly or indirectly due to:
- a. Any incident occurring while working on, in or travelling to or from; or
 - b. The supply of any Products to, any offshore accommodation, exploration, drilling or production rig, platform or support vessel.

Deliberate acts

10. For any deliberate act or omission by You.

Contractual liability

11. Under any contract, unless liability would have arisen in the absence of the contract.

Fines and penalties

12. for any:
- a. Fines Or Penalties;
 - b. Costs Of Appeal Against Any Improvement Or Prohibition Notices;
 - c. Fees For Intervention Payable Under The Health And Safety Fees (Regulations) 2012;

- d. Compensation Ordered Or Awarded By A Court Of Criminal Jurisdiction; Or
- e. Liquidated, Punitive, Aggravated, Restitutionary, Exemplary Or Multiplied Damages.

Abuse

14. for any Abuse to any person.

High risk work

15. directly or indirectly due to work at, or in relation to:

- a. Power stations or nuclear establishments;
- b. Oil, gas or chemical refineries, bulk storage facilities or production premises;
- c. Aircraft;
- d. Watercraft;
- e. Railways or airports;
- f. Underground or underwater locations, piling work or water diversion;
- g. The use of explosives;
- h. Construction work on towers, steeples, chimneys, shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs;
- i. The erection or repair of buildings or structures more than 10 metres in height; or
- j. Excavation work more than 1 metre in depth, unless disclosed to and accepted by **Us** before the start of the **Policy**.

Use of heat

16. directly or indirectly due to the use of any:

- a. Electric oxy-acetylene or similar welding or cutting equipment;
- b. Cutting and grinding equipment using abrasive disks or wheels;
- c. Blow lamp, blow torch, hot air gun or hot air stripper;
- d. Asphalt, bitumen, tar or pitch heater; or
- e. Thermal lance, unless disclosed to and accepted by **Us** before the start of the **Policy**.

Outside territorial limits

17. directly or indirectly due to Business conducted by **You** from Premises outside the Territorial Limits.

Avionics

18. directly or indirectly due to Avionics.

Claims in North America

19. arising from any claim, loss, liability, or action brought:

- a. Within the United States of America or Canada or any territories which come within the jurisdiction of the United States of America 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.

Financial difficulty

- 20. directly or indirectly due to **Your** insolvency, liquidation, dissolution, or **Your** entry into administration or any arrangement with **Your** creditors.

Directors' duties

- 21. of any director or principal for a breach of their duty to manage the Business in accordance with their legal or regulatory obligations.

Competition laws

- 22. directly or indirectly due to a breach of competition or anti-trust laws.

Connected parties

- 23. arising from any claim brought by any person or organisation insured under this **Policy** or organisation whose board of directors is controlled by **Your** board of directors. However, **We** will still cover the claim if it originates from an independent third party.

Communicable disease

- 24. This **Policy** does not cover all actual or alleged claim, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, Defence Costs, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this exclusion, claim, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, Defence Costs, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease. This exclusion overrides any contrary term of this **Policy**.

Claims Settlement

In the event of a claim, the amount **We** pay will be calculated in accordance with the terms below.

Maximum payment

- 1. The most **We** will pay for any claim is the corresponding Limit of Cover shown on the **Schedule**. This includes any amount payable for the claimant's legal costs and expenses and for Defence Costs.

Connected claims

- 2. All claims arising from or connected with any one act, incident or event, or from the same source or original cause will be treated as one claim. This means:

- a. **We** will only pay one Limit of Cover; and
- b. **You** will only pay one Excess, in respect of all such claims.

Specific limit for Products and Pollution

3. For claims directly or indirectly due to Products and Pollution, **We** will not pay more than the Limit of Cover in total for all claims. This does not apply to Defence Costs.

Specific limit for Health and Safety defence costs

4. For cover under Additional covers, Health and Safety defence costs, **We** will not pay more than £250,000 in total for all claims.

Specific limit for Terrorism

5. For claims directly or indirectly due to Terrorism, **We** will not pay more than either the Limit of Cover as stated in the **Schedule** or £2,000,000 (whichever is lower).

Paying the limit

- 6. At any time during a claim, **We** can pay **You**:
 - a. The Limit of Cover, or the remaining balance of that limit;
 - b. Or any amount for which the claim can be settled. If **We** make such a payment it will be in full and final settlement of any liability **We** may have to indemnify **You** under this **Policy**. **We** will then relinquish conduct and control of the Claim and have no further liability in respect of it. For the avoidance of doubt this means that **We** will not be liable for any Defence costs that may be incurred after the date upon which any such payment is made by Us.

Excess

- 7. **We** will not cover the amount of the Excess.

Section D Professional Indemnity

1. ABOUT YOUR POLICY

Your policy is a contract of insurance between **you** and **us** and **you** have a legal duty to make a fair presentation of the risk to **us** (see General Condition 7.8 in Section 7).

In return for **you** having paid or agreed to pay the premium, **we** will cover **you** subject to the terms of **your policy**.

This is a **claims made** policy, which means that for cover to apply, you must notify us of **claims** or **circumstances** in accordance with the **Claims** Procedure Section in this **policy** (see Section 5).

In this **policy**, **we** use definitions and headings. The definitions are in **bold print** and explain the meaning of particular words. You can find definitions in Section 8.

2. MAKING A CLAIM

If an incident results in a **claim** or may result in a **claim**, please refer to the **Claims** Procedure in Section 5. For all **claims** please contact **us** by:

Telephone – 02038088533

Or **Email** – claims@admiralbusiness.com

3. PROFESSIONAL LIABILITY

3.1 Professional Liability cover (Civil Liability)

We agree to indemnify **you** for liability imposed by law to pay damages and **defence costs** relating to any **claim** first made against **you** during the **period of insurance** and notified to **us** during the **period of insurance** for performance of **professional services**, and where the **claim** arises out of any actual or alleged:

3.1.1 Breach by **you** of professional duty, negligent act, negligent error, negligent omission, negligent misstatement or negligent misrepresentation.

3.1.2 Infringement by **you** of intellectual property rights including a breach of a hold harmless, or indemnity agreement specified in a written contract for the supply of **professional services**.

3.2 Limit of Indemnity

Our liability under this **policy** in respect of any one **claim** shall not exceed the amount stated as the **limit of indemnity** in the **schedule**, excluding **defence costs** unless **defence costs** are expressly stated in any clause as included within the **limit of indemnity**.

3.3. Policy Extensions

3.3.1 Court attendance costs. **We** will pay **you** compensation in the event that the legal advisers acting on **your** behalf require any **insured**, any **employee** or any other relevant party (not including expert witnesses), to attend court or any arbitration or adjudication hearing as a witness of fact in connection with a covered **claim** made against **you**, and you first seek **our** prior written consent, at the following rates for each day or part thereof on which attendance is required:

- a) any principal partner, **member** or director of the **insured** £250.
- b) any **employee** £150.
- c) other relevant party up to £150.

provided that the amount **we** shall pay under this Court attendance costs clause shall not exceed the sub-limit of indemnity of £5,000 in the aggregate for the **period of insurance**.

3.3.2 Loss of **documents** or **data**. **We** will cover **you** for any **claim** and associated **defence costs** that arise from the conduct of **your professional services**, where the **claim** is first made

against **you** during the **period of insurance** and notified to **us** during the **period of insurance**, arising from the destruction, erasure, loss or damage of any **documents** or **data**.

We will pay reasonable costs and expenses for replacing or restoring **your** own **documents** or **data** that have been destroyed, erased, lost, or damaged in the conduct of **your** professional services provided that the destruction, loss or damage is discovered by **you** and notified to **us** during the **period of insurance**.

The amount **we** shall pay under this Loss of **documents** or **data** clause shall not exceed the sub-limit of indemnity of £10,000 in the aggregate for the **period of insurance** and this is subject to an **excess** of £500 which will apply to each and every **claim** or loss covered under this clause.

4. LIMITS & EXCLUSIONS

This **policy** does not cover the amount of the **excess** stated in the **schedule** or any actual or alleged **claim**, liability, loss, expense or **defence costs** directly or indirectly arising out of, resulting from, or in consequence of, or in any way involving:

Asbestos

Asbestos or any materials containing asbestos in whatever form or quantity.

Associated company

any **claim** brought or maintained by or on behalf of:

- a) you or any parent or any **subsidiary company**; or
- b) any firm, partnership or entity in which you or any director or partner of yours has a financial or executive interest; or
- c) any person who, at the time of the act, error or omission giving rise to the **claim**, is a family member unless such a person is acting without any prior or indirect solicitation or co-operation of yours (for the purposes of this clause, family member means any spouse, domestic partner, parent, parent of a spouse or domestic partner, sibling or child);

provided that this exclusion shall not apply to any such **claim** originating from an independent third party.

Assumed duty or obligation

Any liability, duty or obligation incurred or assumed by **you** which is not incurred or assumed in the normal conduct of **your business**.

Bodily injury

Any **bodily injury**.

Collateral warranties

- a) **your** acceptance of an express obligation, or an express guarantee **you** provide, of fitness for purpose.
- b) any express guarantee **you** give including any relating to the period or completion date (including the completion in part) of a project.

- c) any express penalty contained in a contract between **you** and another party.
- d) any express acceptance **you** give of liability for liquidated damages.
- e) any agreement to provide service credits or vouchers.

Cladding & Fire Combustibility

The combustibility or fire safety of any external cladding or façade **product**, or any external wall system. This includes any associated core, filler or insulation material.

Contractual Liability

Any breach of contract, including but not limited to breach of any express warranty or guarantee, except that this exclusion shall not apply to any liability which **you** would have incurred in the absence of such contract, warranty or guarantee.

Cyber & Electronic Data

any:

- a) **cyber act** or **cyber incident** including but not limited to any action taken in controlling, preventing, suppressing, or remediating any **cyber act** or **cyber incident**.
- b) breach or alleged breach of **data protection law**.

Deliberate acts and omissions exclusion

Any deliberate, spiteful or reckless act, error or omission **you** commit, condone or ignore.

Directors and Officers liability

Any actual or alleged breach of duty made against **you** or **your** directors, officers, or trustees for breach of their duties.

Employment exclusion

any kind of employment related dispute or any kind of defamation, discrimination, harassment or unfair treatment relating to any current, former or prospective **employees**.

Faulty Workmanship

any:

- a) defective workmanship, including without limitation, defective physical construction work, erection, installation, repair or service;
- b) defective materials, defective products, or any defective materials, workmanship or production techniques used in the actual manufacture of any product;
- c) supervision by the **insured** of its own or its sub-contractors' workmanship where such supervision is no different from that which would be expected of an **insured** if it only had a workmanship and/or a management obligation.

Financial services

Any Regulated Activities as defined in the Financial Services and Markets Act 2000 as amended from time to time or any insurance mediation activities which are authorised and regulated by the Financial Conduct Authority or Prudential Regulatory Authority or their predecessor or successor.

Fines and penalties exclusion

- a) any fines, penalties, punitive, multiple, aggravated or exemplary damages where these can be identified separately within any award of a Court or tribunal;
- b) any compensation ordered or awarded by any court of criminal jurisdiction.

Insolvency

Your actual, alleged, suspected or impending insolvency.

Legislation and regulation

Your actual, alleged, suspected or impending breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.

Negotiable paper

Any loss, damage or destruction of currency, cryptocurrency, bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.

North America

Any proceedings (including court, arbitration or regulatory proceedings), judgment, award, payment, **defence costs** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or any order made anywhere in the world to enforce such judgment, award, payment, **defence costs** or settlement either in whole or in part).

Other insurance

Any **claim**, liability, loss or **defence costs** where **you** are or would be entitled to indemnity under any other policy if this **policy** did not exist, except in respect of any **excess** beyond the amount which would have been payable under such policy had this **policy** not been effected.

Pension, benefit, trust fund management

Your operation or administration of any pension or **employee** benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or **your** breach of any legalisation or regulation related to these activities.

Previous claims

Any **claim** or any **circumstance** that has been notified or should have been notified under any other policy before the start of this **policy** or that **you** were aware of or should have been aware of before the start of this **policy**.

Pollution

any:

- a) **bodily injury**, loss of or damage to, or loss of use of, property directly or indirectly caused by seepage, **pollution** or contamination
- b) cost of removing, nullifying or cleaning-up, seeping, polluting or contaminating substances.

Products liability

goods or products, sold, supplied, recalled, repaired, altered, treated, manufactured, constructed, installed or maintained by **you** or by any **employee**, consultant, sub-contractor or agent of **yours**.

Property Damage

Any loss of or damage to property unless directly arising from a breach of duty through a negligent act, error or omission by **you** in the course of **your business**.

Radioactive contamination

Ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Retroactive date

Any act, error or omission committed, or alleged to have been committed, prior to the **retroactive date**.

Territorial limits

An act committed or omission occurring outside the **territorial limits**.

Trading losses

- a) **Your** lost profit, mark-up or liability for VAT or its equivalent;
- b) **Your** trading loss or trading liability including those arising from the loss of any **client**, account or **business**;
- c) **Your** decision to notify individuals or procure credit monitoring services following any form of **data** breach.

Vehicles or buildings

- a) The ownership, possession or use by or on **your** behalf of any aircraft, watercraft or mechanically propelled vehicle
- b) The ownership or possession by or on **your** behalf of any buildings, structures, premises, land or property (mobile or immobile) or that part of any building **you** lease, occupy or rent.

Virus or similar mechanism

Any **virus or similar mechanism**.

War and terrorism

War or **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the **claim**.

Additional exclusion – actions taken

These exclusions also exclude any actual or alleged **claim**, liability, loss, expense, or **defence costs** directly or indirectly arising out of, resulting from, or in consequence of, or in any way involving, any action taken in controlling, preventing, minimising, mitigating or suppressing, or in any way relating to any **claim**, liability, loss, expense or **defence costs** referred to in the Limits & Exclusions set out above.

5. CLAIMS PROCEDURE

The due observance and fulfilment of the provisions of the 'Claim notification' and 'Claims conditions' clauses under this section are a condition precedent to **our** liability for any **claim** under this **policy**.

5.1 Claim notification:

5.1.1 **You** must give notice in writing or by an email address agreed by **us**, to **us**:

- a) as soon as reasonably practical of any **claim**, but in any event not later than thirty (30) days from receipt of any **claim** or any notice of an intention to make a **claim** and in any event within the **period of insurance**;
- b) as soon as reasonably practical of any **circumstance**, but in any event within the **period of insurance**;
- c) within two (2) working days, but in any event within the **period of insurance**, of receipt of any notice of intention to adjudicate, notice of adjudication, referral notice or any adjudication notice pursuant to contract, with all related **documents** or **data**. Provided always that such written notice is given to **us** during the same **period of insurance** or (if **you** renew this **policy** with **us**) within seven (7) days after its expiry.

5.1.2 **We** agree that any **circumstance** notified to **us** during the **period of insurance**, which results in a **claim** after the expiry of the **period of insurance**, will be deemed to be a **claim** first made during the **period of insurance**.

5.1.3 **You** may contact **us** using the information set out under 'Making a **claim**'.

6. CLAIMS CONDITIONS

6.1.1 On the happening of any event which may give rise to a **claim you** must:

- a) give all information and assistance **we** may require and forward all **documents** and **data**, to enable **us** to investigate, settle or resist any **claim** as **we** may require;
- b) not make or allow to be made on **your** behalf any admission offer promise payment of indemnity without **our** written consent;
- c) take all practicable steps to recover property lost and otherwise minimise the **claim**;
- d) not incur any expense without the consent of **us** except at the **insured's** own cost; and
- e) within thirty (30) days or such further time as **we** may allow in writing deliver to **us** a written **claim** providing at **your** own expense all details proofs and information regarding the cause and amount of damage as **we** may reasonably require together with details of any other insurances on any property or liability covered by this **policy** and (if demanded) a statutory declaration of the truth of the **claim** and or any related **matters**;
- f) not destroy evidence, supporting information, **documents** or **data** without **our** prior consent; nor destroy any plant or other property relating to an occurrence, loss or proceeding that may give rise to a **claim** under this **policy**.

6.1.2 In respect of any event which may give rise to legal or regulatory proceedings or arbitration, **you** must:

- a) immediately forward to **us** every letter, **claim**, writ, summons and process immediately upon receipt without acknowledgement;
- b) advise **us** in writing immediately **you** have knowledge of any pending prosecution inquest fatal accident or ministry inquiry;
- c) co-operate with **us** or **our** appointed agents to allow them to comply with such relevant practice directions and pre-action protocols as may be issued and approved from time to time by the Head of Civil Justice or their equivalent.

6.2 All loss, liability, expenses, and costs resulting from:

- a) one and the same act error or omission; or
- b) a series of acts, errors or omissions arising out of or attributable to the same originating cause, source or event; or
- c) the acts, errors or omissions of one person or persons acting together or in which such person or persons is/are concerned or implicated shall jointly constitute one **claim** under this **policy**, and only one **excess** shall be applicable in respect of such **claim**.

6.3 Disputed defence or appeal:

If any dispute arises between **you** and **us** as to whether a **claim** should be defended or an appeal made, such dispute will be referred to a Queen's Counsel to be mutually agreed between the parties (or in default of agreement to be nominated by the Chairman of the Bar Council) whose decision will be final.

6.4 Separate representation

In the event of conflict between any persons falling within the definition of **insured**, separate representation will be arranged for each party. The cost of such legal opinion shall be regarded as part of the **defence costs**.

6.5 Our rights

6.5.1 **Claims** will be defended and settled by **us** or such parties as **we** in **our** absolute discretion may determine.

6.5.2 **We** shall only be liable to pay **defence costs** to which **we** have given **our** prior written consent, such consent not to be unreasonably withheld.

6.5.3 **We** will be under no obligation to investigate any potential **claim** or to undertake the conduct of any proceedings in connection with such **claim** and will be at liberty in all cases to leave the conduct of such proceedings wholly to **you**, upon such conditions as regards the payment of costs and with such liberty to bind **us** by compromise as **we** may in **our** absolute discretion determine.

6.5.4 **We** may at any time pay the **limit of indemnity** (after deduction of any sums already paid) or such lesser sum for which the **claim** can be settled and will relinquish the conduct and control of the **claim** and be under no further liability, except (where payable under the relevant clause) for payment of **defence costs** incurred prior to the date of payment.

6.6 Recoveries

Recoveries (except from insurance, reinsurance, sureties or indemnity), will be allocated in the following order:

6.6.1 first, any costs and expenses reasonably and necessarily incurred in relation to the recovery will be reimbursed;

6.6.2 second, **you** will be reimbursed for any loss or costs exceeding the **limit of indemnity** specified in the **schedule**;

6.6.3 third, **we** will be reimbursed for any settlement made; and

6.6.4 lastly, **you** will be reimbursed for loss or costs in respect of the **excess** specified in the **schedule**.

6.7 Subrogation

6.7.1 For each and every **claim you** and any person acting on **your** behalf must not waive any rights of recourse or recovery against any other person relating to an occurrence, loss or suit that may give rise to a **claim** under this **policy** and must assist **us** in all respects in exercising such rights if requested to do so.

6.7.2 **We** agree not to exercise such rights against **your** principal, partner, director or **employee** unless the **claim** or loss is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of that principal, partner, director or **employee**.

7. GENERAL CONDITIONS

7.1 Applicable law and jurisdiction

Unless it is agreed otherwise and specified in the **schedule**, the law that applies to this contract is the law of that part of the **United Kingdom** where the head office (or if there is no head office, the principal place of **business**) of the **insured** is located.

It is agreed that any legal proceedings between the **insured** and the **insurer** in connection with this contract will only take place in the courts of that part of the **United Kingdom** where the head office of the **insured** is located (or if there is no head office, the principal place of **business**), and they are subject to the exclusive jurisdiction of that court.

7.2 Assignment

Assignment of interest under this **policy** will not bind **us** unless and until **we** confirm **our** consent to such assignment in writing.

7.3 Cancellation

This **policy** may be cancelled either by **you** or **us**.

7.4 Our Rights

The **policy** may be cancelled by **us** at any time by giving **you** twenty-one (21) days written notice of cancellation by recorded delivery to **your** last known address. **We** will set out the reason for cancellation in **our** letter.

You shall be entitled to the return of a proportionate part of the premium in respect of the unexpired term of this **policy** provided that there have been:

- a) no **claims** made under the policy for which we have made a payment;
- b) no **claims** made under the policy which are still under consideration;
- c) no incidents likely to give rise to a **claim** but yet to be reported to us, during the current period of insurance.

This termination will be without prejudice to **your** or **our** rights or **claims** incurred prior to the expiration of such notice. If a **claim** has been submitted or there has been any incident likely to give rise to a **claim** during the current **period of insurance**, no refund for the unexpired portion of the premium will be given.

7.5 Your rights – including cooling off period

You may cancel this **policy** by giving written notice to **your** broker or to **us** quoting **your** policy number:

- a) within fourteen (14) days from the inception day of the **policy**. **You** have the right to cancel the **policy** free of charge and to receive full refund of premium under this **policy**,

in which event the **policy** shall be cancelled from inception and **you** shall have no cover under this **policy**;

- b) after fourteen (14) days from the inception day of the **policy**. **We** may refund a proportionate part of the premium in respect of the unexpired term of this **policy** provided that there have been:

- I. No **claims** made under the **policy** for which **we** have made a payment;
- II. No **claims** made under the **policy** which are still under consideration;
- III. No incidents likely to give rise to a **claim** but yet to be reported to **us**, during the current **period of insurance**.

Termination under this clause 7.4.b) will be without prejudice to **your** or **our** rights or **claims** incurred prior to the expiration of such notice. If a **claim** has been submitted or there has been any incident likely to give rise to a **claim** during the current **period of insurance**, no refund for the unexpired portion of the premium will be given.

7.6 Contracts (Rights of Third Parties) Act 1999

This **policy** does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation by any person who is not named as the **insured** and both the **insurer** and **insured** may amend, cancel or lapse this **policy** without giving notice to, or requiring the consent of, any other third party.

7.7 Dispute resolution

Any dispute between the **insured** and the **insurer** arising out of or in connection with the construction or formation of this **policy** will be referred to a mediator to be agreed by the parties within fourteen (14) working days of a written notice served on one party by the other requesting such an agreement. If a mediator is not agreed, then either party may apply to the Centre for Effective Dispute Resolution ('CEDR') for the appointment of a mediator. The parties shall share equally the costs of CEDR and of the mediator and the reference, conduct and any settlement of the dispute at mediation will be conducted in confidence.

The parties shall continue to perform their respective continuing obligations under this **policy**, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take, the dispute will be referred by either party to courts, subject to the law and jurisdiction set down in the Applicable law clause above.

7.8 Your duty of fair presentation

You owe a duty to **us** to make a fair presentation of the risk. The nature of this duty is set out in, and this **policy** is subject to, the Insurance Act 2015.

7.9 Our remedies for breach of this duty

If **you** or anyone acting on **your** behalf breaches this duty, then **our** remedies shall be as follows:

7.9.1 if such breach is deliberate or reckless, **we** may:

- a) treat this **policy** as having been terminated from its inception; and
- b) retain the premium;

7.9.2 if such breach is not deliberate or reckless and **we** would not have entered into this **policy** but for the breach, **we** may by notice to **you** treat this **policy** as having been terminated from its inception in which case **we** shall return the premium; and

7.9.3 in all other cases if, but for the said breach, **we** would have entered into this **policy** but:

- a) on different terms (other than terms relating to the premium), **we** may require that this **policy** is treated as if it had been entered into on those different terms from the outset; or
- b) would have charged a higher premium, **we** may reduce proportionately the amount to be paid on a **claim** (and, if applicable, the amount already paid on prior **claims**). In those **circumstances**, **we** shall pay only X% of what **we** would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{higher premium}) \times 100$.

7.10 Fraudulent claims

7.10.1 If **you** or anyone acting on **your** behalf makes a fraudulent **claim** under this **policy**, **we**:

- a) Are not liable to pay the **claim**;
- b) May recover any part of the **claim** already paid from the relevant **insured**; and
- c) May by notice to **you** treat this **policy** as having been terminated with effect from the time of the first fraudulent act, in which case **we** are not liable to that **insured** in respect of a relevant event occurring after that time and may retain any premium.

7.10.2 These remedies shall not be available against any other person or entity **insured** under this **policy** that was not implicated in the fraud.

7.11 Material changes during the period of insurance

7.11.1 **You** must notify **us** within thirty (30) days of any material change to the **insured**, **your business** or the risks **insured** if indemnity under this **policy** is sought in relation to any such change.

7.11.2 **We** shall not indemnify **you** for any liability arising out of a material change for which indemnity would otherwise have been available under this **policy** unless **we** have provided valid confirmation of cover, whether by an express term of this **policy**, endorsement, written confirmation or otherwise.

7.12 Minimisation of risk

You will take all reasonable steps at **your** own expense to prevent or minimise a **claim** under this **policy**.

7.13 Non-Contribution:

If at the time of any **claim** under this **policy** there is any other valid and collectible insurance available to the **insured**, other than insurance that is specifically stated to be in the **excess** of this **policy**, then the insurance afforded by this **policy** will be in **excess** of and will not contribute with such other insurance.

7.14 Representation

Any person falling within the definition of the **insured** agrees that the first named **insured** is their agent for the purpose of giving and receiving of any notices from **us** or **our** representatives including any notice of cancellation. The payment to the first named **insured** of any return premium that may be payable under this **policy** will satisfy **our** obligations to return premium to **you**.

7.15 Severability

7.15.1 The proposal shall be construed as a separate application for insurance under this **policy** by each **insured**. No knowledge possessed by an **insured** shall be imputed to any other **insured**.

7.15.2 For the purpose of determining the applicability of the exclusions or limitations, the act or knowledge of an **insured** shall not be imputed to any other **insured**.

7.16 Sanction limitation and exclusion

We shall not provide cover nor be liable to pay any **claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **claim** or provision of such benefit would expose **us** or any member of **our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

7.17 Subscribing insurers

The subscribing **insurers'** obligations under this **policy** are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **insurers** are not responsible for the subscription of any co-subscribing **insurer** who for any reasons does not satisfy all or part of its obligations.

8. DEFINITIONS

The following words in bold text in this **policy** will have the meaning set out below.

8.1 Bodily injury

Bodily injury means death and injury, illness or disease whether bodily or mental.

8.2 Business

Business means the Professional Services shown in the schedule.

8.3 Circumstance

Circumstance means an incident, occurrence, dispute, fact, **matter**, act or omission that is likely to give rise to a **claim**.

8.4 Claim

Claim means:

8.4.1 the receipt by **you** of any written or verbal notice of demand for compensation made by a third party against **you**; or

8.4.2 any writ, statement of **claim**, **claim** form, summons, application or other originating legal or arbitral process whether civil or criminal, cross **claim**, counter **claim** or third or similar party notice served upon **you**; or

8.4.3 any notice of intention, whether orally or in writing, to commence legal proceedings against **you**.

8.5 Client

Client means a customer to whom **you** provide goods or services under a written contract or for a fee.

8.6 Company

Company means the **company** stated in the **schedule** and shall include all **subsidiary companies**.

8.7 Computer system

Computer system means any computer, hardware, software, communications 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.

8.8 Cyber act

Cyber act means any 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 our operation of any **computer system**.

8.9 Cyber incident

Cyber incident means:

- a) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system** or **data**.
- b) Any partial or total unavailability or failure or series of related partial or total unavailability or failure to access, process, use or operate any **computer system** or **data**.

8.10 Data

Data means any information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, processed, transmitted or stored by any **computer system**.

8.11 Data protection law

Data protection law means 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).

8.12 Date of occurrence

Date of occurrence means:

8.12.1 for civil cases the date of the event that leads to a **claim**. If there is more than one event arising at different times from the same originating event, the **date of occurrence** is the date of the first of these events. This is the date the event happened, which may be before the date **you** first became aware of it;

8.12.2 for proceedings for a criminal offence, the date the **insured** began, or is alleged to have begun, to break the law.

8.13 Defence cost(s)

Defence cost(s) means:

- a) all legal costs, charges, fees, expenses including witness costs and advances in respect of the same (other than **your** directors, partners or **employees'** salaries, commissions, expenses or other benefits);
- b) reasonable fees, costs and expenses of accredited experts retained through defence counsel to prepare an evaluation, report, assessment, diagnosis or rebuttal of evidence in connection with the defence of a covered **claim**; and
- c) any premiums paid for insurance instruments or for bonds which are required in order to defend proceedings, institute an appeal or be released on bail but without any obligation to furnish or procure such insurance instruments or bonds;

incurred with **our** prior written and **our** continuing consent (such consent not to be unreasonably withheld or unreasonably delayed or unreasonably withdrawn) in the investigation, defence or settlement of any **claim** or **circumstance**.

8.14 Documents

Documents means deeds, wills, written agreements, maps, plans, books, letters, policies, certificates, forms and **documents** of any nature whatsoever, whether written, printed or reproduced by any method, but shall not include **data**, currency, cryptocurrency, bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.

8.15 Employee

Employee means any person including trainees and apprentices acting under a contract of service with **you** in respect of the conduct of **professional services**.

8.16 Excess

Excess means the first amount specified in the **schedule** payable by **you** in respect of each and every **claim** or **circumstance** as ascertained after the application of all other terms and conditions of this **policy**. The **excess** will be applied to **defence costs**, fees and expenses (unless expressly stated otherwise in the **schedule**).

8.17 Insured/you/your

Insured/you/your means

8.17.1 the person or **company** named in the **schedule**; or

8.17.2 predecessors to the **company** conducting the **business** but excluding predecessors that are not disclosed to **us** prior to the inception of this **policy**; or

8.17.3 the partners, directors or **members** during the **period of insurance** for their conduct in relation to the **business**; or

8.17.4 former partners, former directors or former **members** for their conduct in relation to the **business**; or

8.17.5 those persons named as consultants or former consultants for their conduct in relation to the **business**; or

8.17.6 any retired partner, director or **member** remaining as a consultant for their conduct in relation to the **business**; or

8.17.7 any **employee** and/or former **employee** and any self-employed person for their conduct in relation to the **business**;

8.17.8 the estate, heirs and executors or legal and personal representatives of those parties mentioned above in the event of their death, incapacity, insolvency or bankruptcy for a **claim** covered by this **policy**;

8.17.9 the lawful spouse of any natural person insured provided that the **claim** against such spouse is to enforce a judgment against such natural person for a **claim** covered by this **policy**.

8.18 Insurer/we/our/us means:

Admiral Business, a trading name of Able Insurance Services Limited, on behalf of Admiral Insurance (Gibraltar) Limited.

8.19 Limit of indemnity

means the amount specified in the **schedule**, which shall be the maximum amount payable by **us** in respect of any one **claim**:

- a) regardless of the number of insured parties, persons or organisations bringing **claims** against **you** and
- b) regardless of the number of **claims** for cover under this **policy** made by **you**

8.19.1 Where a **limit of indemnity** is stated as in the aggregate, that aggregate is the maximum **we** will pay for all insured events during the **period of insurance**.

8.19.2 Where a **claim** can be brought under more than one (1) clause of this **policy**, **you** are free to choose the clause that will apply, but only one (1) clause, and the applicable **limit of indemnity** of that clause shall be the maximum amount payable by **us** under this **policy**.

8.19.3 Any sub-**limit of indemnity** stated applies as if it was the **limit of indemnity** for the **claims** specified for that sub-limit of indemnity and is deemed to be part of and not in addition to the **limit of indemnity** specified in the **schedule**.

8.20 Matter

Matter means any **data**, text, sounds, images or similar content disseminated, including but not limited to the content of **your** email, intranet, extranet, website, bulletin board, chat room or other on-line discussion or information forum, and the marketing and advertising of **your business** services.

8.21 Member

Member mean any **member** of a limited liability partnership, including without limitation a designated **member**, save that any such **member** shall only be an **insured** for the purposes of this **policy** if and insofar as any **claim** arises out of their conduct in relation to the **business**.

8.22 North America

North America means the United States of America or its territories or possessions or Canada.

8.23 Parent

Parent means a **company** which by itself, or in concert with other **companies** with the same majority ownership or control as itself:

- a) Controls the composition of **your** board of directors; or
- b) Controls more than half **your** voting power; or
- c) Holds more than half of **your** issued share capital.

8.24 Period of insurance

Period of insurance means the period shown as such on the **schedule** which time is taken as Greenwich Mean Time unless otherwise stated.

8.25 Policy

Policy means this document, the **schedule** (including any **schedule** issued in substitution) and any endorsements attaching to this document or the **schedule**.

8.26 Pollutant

Pollutant means any solid, liquid, gaseous, biological, radiological or thermal irritant, toxic or hazardous substance or contaminant including, but not limited to, asbestos, lead, smoke,

vapour, dust, fibres, mould, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.

8.27 Pollution

Pollution means any actual, alleged, suspected, impending or threatened:

- a) Discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time;
- b) Discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time that **you** test to monitor, clean up, remove, contain, treat, detoxify or neutralise or in any way respond to or assess the effects of **pollutants**.

8.28 Product

Product means any property including packaging, containers, labels and instructions for use after it has left **your** custody or control which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced altered, or repaired by or on **your** behalf.

8.29 Professional services

Professional services means those services provided for a **client** under a contract of service in the conduct of **your business**.

8.30 Retroactive date

Retroactive date means the date (if any) stated in the **schedule**.

8.30.1 Unlimited retroactive cover – where no **retroactive date** is specified in the **schedule**, coverage under this **policy** shall be in respect of acts, errors or omissions committed or alleged to have been committed irrespective of when such acts, errors or omissions were committed or alleged to have been committed;

8.30.2 Limited retroactive cover – where a **retroactive date** is specified in the **schedule**, then coverage under this **policy** shall only be in respect of acts, errors or omissions first committed or alleged to have been first committed after the **retroactive date**.

8.31 Schedule

Schedule means the document titled schedule that includes **your** name and address of the premium and other variables to this **policy** (including endorsement clauses) and is incorporated in this **policy** that **you** have accepted. The **schedule** may be re-issued from time to time whereupon each successor overrides the earlier document.

8.32 Subsidiary company

Subsidiary company means:

8.32.1 any **company** in respect of which **you** (either directly or indirectly through one or more of **your subsidiary companies**):

- a) control the composition of the board of directors; or
- b) control more than half the voting power at a general meeting of shareholders; or
- c) hold more than half of the issued share capital (regardless of class of share);

8.32.2 any **company** as defined above (other than any **company** part of whose issued share capital is offered to the public or otherwise traded on a recognised exchange in **North America**) which is acquired or created on or subsequent to the inception date of this **policy** and of which the total assets do not exceed the amount stated on the **schedule**.

8.32.3 any other **company** that **we** have given prior written consent to for its inclusion as a **subsidiary company** under this **policy**.

8.33 Territorial limits

Territorial limits means worldwide excluding **North America**;

8.34 Terrorism

Terrorism means:

an activity, or threatened activity, that involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, and appears to be intended to:

- a) intimidate or coerce a civilian population or section thereof; or
- b) disrupt any segment of the economy of a government de jure or de facto, state, or country; or
- c) overthrow, influence, or affect the conduct or policy of any government de jure or de facto or international organisation by intimidation or coercion; or
- d) affect the conduct or policy of any government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

8.35 United Kingdom

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

8.36 Virus or similar mechanism

Virus or similar mechanism means a computer program, program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, **data** files or operations, whether involving self-replication or not.

8.37 War

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

Section E Contract Works and Plant

This is an optional section of cover. Please refer to **Your Schedule** to confirm whether **You** have cover and to what extent under this section.

1. Contract Works Operative Clause

Subject to the exclusions, conditions and definitions of this **Policy** as far as they can apply unless otherwise stated, **We** will cover **You** under this section against physical loss of, destruction of or Damage to Contract Works arising from any accidental cause occurring in the United Kingdom and during the Period of Insurance.

Limit of Indemnity / limit of cover

Our liability to **You** under this section in respect of physical loss of, destruction of or Damage to Contract Works in respect of any one accident or series of accidents resulting from or attributable to one source or original cause will not exceed the sum in the **Schedule** as the limit of cover for Contract Works under this section.

2. Contractors Plant & Temporary Buildings Operative Clause

Subject to the exclusions, conditions and definitions of this **Policy** as far as they can apply unless otherwise stated, **We** will cover **You** under Section E against physical loss of, destruction of or Damage to Contractors Plant and/or Temporary Buildings arising from any accidental cause occurring in the United Kingdom and during the Period of Insurance.

Limit of Indemnity / limit of cover

Our liability to **You** under Section E in respect of physical loss of, destruction of or Damage to Contractors Plant or Temporary Buildings will not exceed the sum in the **Schedule** as the limit of cover for Contractors Plant and Temporary Buildings under this section.

In respect of any individual item **Our** liability under this section shall not exceed the market value of the item.

3. Hired In Plant Operative Clause

Subject to the exclusions, conditions and definition of this **Policy** as are as they can apply unless otherwise stated, **We** will cover **You** under this section against physical loss of, destruction of or Damage to Hired In Plant arising from any accidental cause occurring in the United Kingdom and during the Period of Insurance.

Limit of Indemnity / limit of cover

Our liability to **You** under Section E in respect of physical loss of, destruction of or Damage to Hired In Plant in respect of any one accident or series of accidents resulting from or attributable to one source or original cause will not exceed the sum in the **Schedule** or the

4. Employees Effects

Subject to the exclusions, conditions and definitions of this **Policy** as far as they can apply unless otherwise stated, **We** will cover **You** under this section against physical loss of, destruction of or Damage to **Employees** Effects arising from any accidental cause occurring in the United Kingdom and during the Period of Insurance.

Limit of Indemnity / limit of cover

Our liability to **You** under this section.¹⁶

in respect of physical loss of, destruction of or Damage to **Employees** Effects will not exceed the sum in the **Schedule** as the limit of cover for **Employees** Effects under this section.

Provided that **Our** liability for any individual **Employee** shall not exceed £1,000 in respect of any one accident or series of accidents resulting from or attributable to one source or original cause.

Extensions applicable to this section These extensions are subject to all other terms of this **Policy** so far as they can apply unless otherwise stated.

Extension 1 – Debris Removal

This section includes costs and expenses necessarily and reasonably incurred by **You** with the prior consent of **Us** in respect of Debris Removal. **We** shall not cover any claim in excess of 10% of the Limit of cover in respect of Paragraph 1 of this Section.

Extension 2 – Defects Liability Period

Notwithstanding the provisions of Exclusion 8 **We** will cover You:

1. i) for loss of or Damage to any permanent works comprising the Contracts Works occurring during any maintenance or defects liability period not exceeding 12 months duration but only in respect of loss or Damage for which **You** are liable arising from a cause occurring prior to the commencement of the maintenance or defects liability period;
2. ii) for loss of or Damage to the Contracts Works or Contractors' Plant occurring during such maintenance or defects liability period and arising from or in connection with work actually undertaken by **You** during such maintenance or defects liability period, solely in connection with **Your** contractual obligations to remedy a defect or complete any snagging list.

Extension 3 – Plans

the Contracts Works shall be deemed to include plans, specifications and other documentation necessary for the execution of the Contract but the **Our** cover under this Extension for loss of or Damage to such plans, specifications and documentation shall be limited to the cost of reproducing such plans, specifications and documentation and shall not exceed £50,000.

Extension 4 – Professional Fees

This section includes Professional Fees necessarily and reasonably incurred with **Our** consent in the reinstatement of the Damage.

Provided that:

- i) Such Professional Fees shall not exceed those authorised under the scale of the appropriate professional body or institute regulating such charges prevailing at the time of the Damage;

- ii) **We** shall not provide indemnity against any fees incurred in preparing or pursuing any claim.

Extension 5 – European Union and Public Authorities

We will cover **You** for such additional costs of reinstatement of the lost, destroyed or Damaged Contracts Works as may be incurred with the **Our** consent in complying with the stipulations of European Union legislation or building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority first imposed upon **You** following Damage, provided that the reinstatement is completed within 12 months of the Occurrence of the Damage or within such further time as **We** may in writing allow.

Provided that **We** shall not be liable in respect of costs for:

- i) Requirements relating to any undamaged part of the Contracts Works other than foundations (unless foundations are specifically excluded from this Insurance);
- ii) Any rate, tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the regulations or requirements referred to above.
- iii) **Our** liability shall not exceed 10% of the Contract's Value.

Extension 6 – Expediting Expenses

in the event of loss of or Damage to the Contracts Works or Contractors' Plant, the cost of repair, reinstatement or replacement admitted under this section shall, subject to **Our** consent, include the additional costs of overtime, weekend shift working, plant hire charges, express delivery (including air freight) necessarily and reasonably incurred in expediting repair, reinstatement or replacement of such loss or Damage (but excluding any such costs solely to expedite the completion of any construction, erection or installation of Insured **Property** not damaged) provided that **Our** liability of the Insurers shall not exceed 25% of the Limit of cover in respect of Paragraph 1 of this Section.

Extension 7 – Immobilised Plant

the cover provided for Contractors' Plant shall include the cost of recovery or withdrawal of any Contractors' Plant which is unintentionally immobilised provided that such recovery or withdrawal is not necessitated solely by reason of electrical or mechanical breakdown or derangement. The limit of cover under this Extension shall not exceed the lesser of: i) the market value of the item at the time of the immobilisation or ii) £25,000.

Extension 8 – Additional Interest

this **Policy** duly notes the interest of any Bank, Finance Company, Building Society or other institution or concern that has a financial interest in the Contracts Works or Contractors' Plant covered by this Section including plant owners to the extent required by hire conditions.

Extension 9 – Testing and Commissioning

the cover under this section will not apply to Damage caused by or arising out of electrical or mechanical Testing of any machinery or plant comprising the Contracts Works except during a

period not exceeding 45 (not necessarily consecutive) days from the commencement of such Testing.

Extension 10 – Subrogation Waiver

where **You** are awarded a Contract under the Joint Contracts Tribunal Standard Form of Building Contract 1998 (or the equivalent thereof) the understated agreement applies to the Contracts Works and to the extent required by the Contract. In respect of loss of or Damage to the Contracts Works by any of the Specified Perils defined in the above mentioned Standard Form of Building Contract it is agreed that so far as is required by a sub-contract **We** will not pursue any right of in the event of speculative housing being completed but unsold, cover shall continue for a period of 6 months from the date of Substantial Completion or until the expiry of the Period of Insurance whichever shall occur first.

Extension 11 – Continuing Hire Charges/Negligent Breakdown

this **Policy** is extended to cover **You** in respect of **Your** legal liability for the payment of hiring charges in respect of Hired in Plant whilst such Hired in Plant is out of use following loss or Damage for which cover is provided by this Section.

When Hired in Plant is hired in by **You** under the Model Conditions for Hiring of Plant of the Construction Plant Hire Association this Section is extended to cover **You** against legal liability under clause 9(d) of such conditions.

The cover provided by this Extension will also apply to liability for loss of or Damage to and/or breakdown of Hired in Plant hired in by **You** under conditions other than the Model Conditions for Hiring of Plant of the Construction Plant Hire Association to the extent that **You** would have been legally liable for such loss, Damage and/or breakdown had the hire been subject to their conditions. Provided that **We** will not be liable under this Extension for

Extension 12 – Speculative Housing and Show Properties

in the event of speculative housing being completed but unsold, cover shall continue for a period of 6 months from the date of Substantial Completion or until the expiry of the Period of Insurance whichever shall occur first.

Extension 13 – Fire Brigade Charges

the cost of charges arising from the activities of the Fire Brigade in dealing with the consequences of loss or Damage for which **We** have admitted liability.

Provided that **Our** liability shall not exceed £10,000

Extension 14 – Offsite Storage

loss of or Damage to Contracts Works while In store at any location in the United Kingdom other than the Contract site for a period not exceeding six months.

Provided that:

1. The Contracts Works are ready for delivery to the Contract site allocation to an insured Contract can be proved
2. The value of the Contracts Works in store at any one location shall not exceed the lesser

of ;

- a) 25% of the Contracts Value; or
- b) £250,000 unless **Our** prior consent has been obtained.

Extension 15 – Joint Names or Multiple Insureds

Indemnity to any party that is required under the terms of the Contract to be a joint named insured to this **Policy**.

If there is more than one insured party each operating as a separate and distinct entity then cover shall apply in the same manner and to the same extent as if individual policies had been issued to each party.

Provided that:

- i) **Our** total liability to all of **Your** parties collectively shall not exceed the limit of indemnity under the section.
- ii). Any payment or payments by **Us** to any one or more insured party shall reduce to the extent of that payment liability to all parties arising from any one event giving rise to a claim under this **Policy**.
- iii) **Your** parties shall at all times preserve any available contractual rights agreements and remedies in the event of loss or Damage.
- iv) The Contract is performed in the agreed territorial limits.

It is however agreed that:

- i) A voiding act committed by one insured party shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a voiding act.
- ii) **We** agree to waive all rights of subrogation which they may have or acquire
- iii) Any lenders to the project shall not be entitled to any indemnity under this **Policy** for loss or Damage in respect of which the Insurers are by reason of a voiding act no longer liable to indemnify any one or more other insured party.

Extension 16 – Breakdown or Explosion

Damage to new and unused machinery forming part of the Contracts Works caused by electrical or mechanical breakdown or explosion.

This Extension shall continue for a period of:

- i) seven days from the commencement of Testing of an individual item; and
- ii) one calendar month from the commencement of Commissioning.

Extension 17 – Payments on Account

payment as agreed between **You** and **Us** in advance of final settlement of a claim under this **Policy** where **We** have admitted liability.

Extension 18 – Avoidance of Impending Damage

the cost incurred by **You** in taking exceptional measures that are reasonable to avoid or reduce impending loss or Damage which would have resulted in a claim under this Section.

Provided that:

- i) The impending loss or Damage did not arise from any defect in the Insured **Property**
- ii) The impending loss or Damage did not arise from a reasonably foreseeable cause
- iii) The loss or Damage would have been the natural outcome to be expected in the absence of the measures taken
- iv) **We** are satisfied that loss or Damage which would have been insured under this **Policy** has been avoided or reduced in consequence of the measures taken
- v) **Our** cover shall not exceed the cost which would have been incurred had the measures not been taken and loss or Damage insured by this **Policy** had occurred.

Extension 19 – Additional Cost (Supplementary Expenses)

necessary and reasonable cost incurred by **You** following loss or Damage insured by paragraph 2 of this section in electing a temporary repair or expediting a permanent repair.

Provided that:

- i) **Our** agreement has been obtained
- ii) **Our** cover shall not exceed £10,000.

Contractors Plant Extensions The following extensions apply to Contractors Plant only.

Extension 20 – Damage to Security Devices

the cost incurred in repairing or replacing any immobiliser locating tracking or other security device permanently fitted to the Insured **Property** following loss or Damage due to theft or attempted theft for which **We** have admitted liability.

Provided that:

- i) **Our** liability shall not exceed £1,000
- ii) No Excess shall apply to this Extension.

Extension 21 – Loss of Keys

The cost incurred in replacing the lock cylinder of any security device permanently fitted to any Insured **Property** following loss of or Damage to the keys operating the security device.

Provided that:

- i) **Our** liability shall not exceed £1,000
- ii) No Excess shall apply to this Extension.

Extension 23 – Repair Cost Investigation

The cost incurred in repair investigations and tests by consulting engineers following loss of or Damage to Insured **Property** for which **We** have admitted liability.

Provided that:

- i) **Our** prior written agreement has been obtained
- ii) **Our** liability does not exceed £ 25,000 during any one Period of Insurance
- iii) **We** shall not be liable under this Extension for any cost incurred in preparing a claim under this **Policy**.

Provided that **Our** liability under paragraph 3 for:

- i) Loss or Damage and continuing hire charges in respect of any Hired in Plant which is more than one year old shall be no more than the liability which would be incurred under the Model Conditions for the hiring of Plant approved by The Construction Plant-hire Association.
- ii) Loss of or Damage to Hired in Plant while loaned or hired out is conditional on the terms of the agreement under which the loan or hiring out takes place being no less onerous than the terms under which the Hired in Plant has been hired by **You** unless otherwise agreed by Us.

Exclusions applicable to this section We will not cover **You** in respect of:

Consequential Loss

- a) Consequential loss, loss of use, liquidated damages, penalties for delay or non-completion;
- b) **Damage** occurring on any contract site where work has ceased for a continuous excess of 90 consecutive days;

Aircraft and Watercraft loss of or Damage to:

- a) Aircraft, aero spatial devices or hovercraft;
- b) Waterborne craft other than safety boats or other craft up to 4 metres in length on or about the contract site;

Vehicles

loss of or Damage to mechanically propelled vehicles, including trailers attached thereto, other than:

- a) Vehicles designed primarily to operate as tools of trade (which term shall be deemed to include any plant primarily designed to operate on or about a Contract site); or
- b) vehicles not licensed for road use and used in circumstances which do not require insurance under any road traffic legislation; Damage to any tyres by punctures, cuts or bursts;

Defective Design

loss of or Damage to or the cost necessary to replace, repair or rectify:

- a) **Insured Property** which is in a defective condition due to a defect in design, plan, specification, materials or workmanship of such Insured **Property** or any part thereof;
- b) **Insured Property** lost or Damaged to enable the replacement, repair or rectification of Insured **Property** excluded by 5a above.

Exclusion 5a above shall not apply to other Insured **Property** which is free of the defective condition but is Damaged in consequence thereof.

For the purposes of this Section and not merely this Exclusion the Insured **Property** shall not be regarded as lost or Damaged solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the Insured **Property** or any part thereof;

Breakdown, Wear and Tear

the cost of making good:

- a) mechanical or electrical breakdown or derangement;
- b) wear, tear, rust or other gradual deterioration;

but this Exclusion shall be limited to the parts immediately affected and shall not apply to Damage arising in consequence thereof;

Stock in Trade and Money

- a) loss of or Damage to Stock in Trade whilst at any Premises owned, leased or rented by **You** unless specifically designated for use in the Contracts Works;
- b) loss of or Damage to deeds, bonds and/or Money of whatsoever nature or other securities for Money;

Taken into Use

loss of or Damage to the Contracts Works after being taken into use by any Principal with **Your** consent or any **Employee** of **Yours** other than:

- a) during Testing and Commissioning when applicable;
- b) during the period of 14 days from the date of hand over or the date of certified completion where so required by the terms of the Contract.

Where **You** have engaged sub-contractors the reference in 8b to a **Policy** of Completion does not include any **Policy** of Completion issued in respect of sub-contract works for the purpose of transferring responsibility for such works to **You**;

Shortages

any loss of Insured **Property** either by disappearance or by shortage if such disappearance or shortage is only revealed when a routine inventory is made or is not traceable to an Occurrence;

Existing Structures

Loss of or Damage to any **Property** forming or which has formed part of any structure (including contents thereof) existing at the time of the commencement of the Contracts Works;

Relieved of Responsibility

Damage for which **You** are relieved of responsibility under the terms of any Contract;

Nuclear Material/Decommissioning loss of or Damage to:

- a) nuclear material;
- b) any works including decommissioning in or of any building, plant, equipment or other **Property** which has been used or is designated to be

Transit

Loss of or Damage to **Property** in Transit:

- a) by sea other than by recognised 'roll-on roll-off' vehicle ferries provided no unloading or reloading of the vehicle is involved;
- b) caused by theft or any attempt thereof arising whilst any vehicle, belonging to or under **Your** control and containing the Insured **Property**, is left unattended unless:
 - i) all doors have been securely locked, all windows and other openings securely and adequately fastened and any immobiliser and any alarm fitted to the said vehicle correctly set to operate and all keys removed;
 - ii) after the last business transit of the day until collected by the driver for the next business transit, the vehicle is housed in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates.

Overloading or Abnormal Conditions Damage to any item of Hired in Plant

- a) caused by or arising from the Imposition of abnormal conditions deliberate overloading or overload Testing other than overload Testing in accordance with the Code of Practice for the Safe Use of Cranes B57121 including any subsequent amendments or revisions;
- b) during overload Testing in accordance with the Code of Practice for the Safe Use of Cranes B57121 including any subsequent amendments or revisions and caused by or arising from a defect in the item.

Excluded Parts and Components loss

of or Damage to cutting edges machine tools trailing cables flexible pipes driving belts and chains or conveyor bands unless accompanied by the loss of or Damage to the complete item.

Materials Processed or Foreign Bodies

loss or Damage caused by materials processed or treated by the Insured Property or foreign bodies entering the Insured Property with the materials.

Scratching

The scratching scouring or spoiling of glass painted polished smooth or similar finished surfaces but not Damage insured by this **Policy** resulting from such Occurrence unless otherwise excluded.

Conditions applicable to Section E

1. Insured Contracts

This Policy applies to loss or Damage occurring during the **Period of Insurance** to Contracts that are current at the start of the **Period of Insurance** or are commenced during the Period of Insurance. **Our** liability shall cease:

- a) at the end of the Period of Insurance if the insurance is not renewed; or
- b) on cancellation of this Policy whichever is earlier.

2. 72 Hours Clause

It is hereby agreed that Damage caused by storm, tempest, flood, subsidence or landslip occurring in any one period of 72 consecutive hours during any one Period of Insurance shall constitute one Occurrence for the purposes of this Section. The Excess under Section E shall apply separately to each selected period as follows:

You shall select the time from which any such period shall commence but no two such selected periods shall overlap.

3. Joint Code of Practice

You undertake to comply with The Joint Code of Practice for the Protection from Fire of Construction Sites and Buildings Undergoing Renovation Seventh Edition dated May 2009 or a subsequent edition or version (referred to as The Joint Code).

We shall have the right at all reasonable times to enter and inspect the Contract site for the purpose of checking whether the conditions comply with The Joint Code.

In the event of a breach of The Joint Code **We** will inform the site management of the Contractor specifying the nature of the breach the remedial measures required by **Us** and the period within which these must be completed.

Where **We** consider a breach is of sufficient importance written notice shall be sent to the Employer and the Contractor at their respective addresses by registered post recorded postal delivery facsimile transmission or by hand.

The notice may suspend or cancel cover 30 days from the date of the notice. It being understood that following suspension cover shall be reinstated when **We** are

satisfied that remedial measures have been completed.

In the event of cancellation **We** agree to return to **You** a pro-rata proportion of the relevant part of the Certificate Premium.

4. Series Loss

If the development or discovery of a defect in any part of the Contracts Works shall indicate that a similar defect exists elsewhere In the Contract Works You shall Immediately investigate and if necessary rectify the defects in any Contracts Works insured under this Policy at their own expense or alternatively bear the cost of all loss or Damage arising out of the defect.