




"Experts in freelance insurance"

MULTI LINE COMBINED INSURANCE POLICY

Effected through Kingsbridge Professional Solutions, a division of Kingsbridge Risk Solutions Limited

This policy, the Schedule (including any Schedule issued in substitution) and any Memoranda or endorsement shall be considered one document; however each Portfolio shall be considered to be a separate policy, and any word or expression or definition to which a specific meaning has been attached in any Portfolio shall bear such meaning within that Portfolio only.

Issued by the undersigned in accordance with authority granted under Binding Agreement number KPSOL072011

Authorised Signature 

Any queries relating to your policy cover should be addressed to Kingsbridge Professional Solutions.

Kingsbridge Risk Solutions Ltd are Authorised and Regulated by the Financial Services Authority. Our FSA reference number is 309149.

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PORTFOLIO 1 – EMPLOYERS’ AND PUBLIC LIABILITY

Combined Liability Policy

This **policy** is a contract between **you** and **us** and is based upon the information **you** have given on **your** proposal and any other information **you** have supplied.

We have agreed to insure **you** under the conditions and exclusions in this **policy** and any endorsements.

We will indemnify **you** for any liability that happens during the **period of insurance** for which **you** have paid or agreed to pay the premium.

Important

This **policy** is a legal contract and it is important that **you** read it carefully to ensure that it meets with **your** requirements. If it does not or if **your** insurance requirements change please let **your** insurance adviser know immediately.

We would remind **you** that **you** must tell **us** immediately of any facts or changes which might affect **our** assessment or acceptance of this insurance. If **you** do not disclose all relevant facts **you** may invalidate **your policy** or **your policy** may not operate fully.

General Definitions

The following words will have the same meaning wherever they appear in this **policy** unless otherwise stated. To help identify these words they will appear in **bold** in the **policy** wording.

1. **Policy**
 - a) All terms, provisions, exclusions, conditions and limits of indemnity set out in this document;
 - b) The schedule, notices and other documents attaching from time to time and
 - c) All endorsements incorporated and issued for incorporation in this document all of which shall be read together and constitute the contract of insurance.

2. **We/us/our**

The underwriters providing this insurance as specified in the Schedule attached to this policy.

3. **You/your**
 - a) The insured named in the schedule
 - b) Any associated or subsidiary company of the insured provided it has been notified to **us**
 - c) At **your** request
 - i. any director or **employee** while acting on behalf of or in course of their employment or engagement with **you** in respect of liability for which **you** would have been entitled to indemnity under this **policy** if the claim against any such person had been made against **you**.
 - ii. any officer, member or **employee** of **your** social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such.
 - iii. any of **your** directors, partners or senior officials in respect of private work carried out by any **employee** for them with **your** consent.
 - iv. any principal for legal liability in respect of which **you** would have been entitled to indemnity under this **policy** if the claim had been made against **you** arising out of work carried out by **you** under a contract or agreement.
 - v. **your** personal representatives (in the event of **your** death) in respect of liability incurred by **you** provided that if indemnity is extended to any party described in paragraphs a) to c) above that party shall be subject to the terms of this **policy** so far as they can apply and in any event **our** liability shall not exceed the limit of indemnity.

4. **Business**

The business carried on in the **United Kingdom** including the following activities

 - i. ownership use repair maintenance and decoration of premises occupied by **you**
 - ii. repair or maintenance of vehicles or plant owned or used by **you**
 - iii. the provision and management of canteen, social, sports, educational and welfare organisations for the benefit of any **employee** and first aid, fire, security and ambulance services
 - iv. participation in exhibitions held in member countries of the European Union in connection with the **business** specified in the schedule and
 - v. private work undertaken for **you** by any **employee** or for any director or **employee** with **your** prior consent.

5. **Costs and expenses**
 - i. Claimants costs and expenses arising in respect of any claim against **you** which may be the subject of indemnity under this **policy**.
 - ii. All cost and expenses incurred by **you** with **our** written consent in respect of any claim against **you** which may be the subject of indemnity under this **policy**.

General Definitions

6. **Employee**
Any person who is
- i. employed under a contract of service or apprenticeship with **you**
 - ii. a labour master or person supplied by him
 - iii. employed by labour only sub-contractors
 - iv. self-employed and working for **you** and under **your** control
 - v. hired to or borrowed by **you**
 - vi. supplied to **you** for the purpose of study work or training experience
 - vii. a prospective employee who is undergoing practical work experience whilst being assessed by **you** as to his or her suitability for employment
 - viii. a voluntary helper while working under **your** supervision and control and in connection with the **business**
 - ix. an outworker or home worker employed under a contract to personally carry out any work in connection with the **business** while they are engaged in that work.
 - x. a temporary worker employed and working for **you** as a substitute under the provisions of a substitutions clause in a contract or agreement.
7. **Products**
Any tangible products or goods (including containers, labelling, instructions or advice provided in connection therewith) which are manufactured, sold, supplied, erected, repaired, altered, treated, designed, tested, installed, formulated, constructed or serviced by **you** in the course of the **business**.
8. **Bodily injury**
Death, injury, illness, disease or nervous shock.
9. **Property**
Property which is both material and tangible.
10. **Period of insurance**
The period from the effective date shown in the schedule until midnight on the expiry date shown in the schedule. This includes any subsequent period for which **we** may accept payment for renewal of this **policy**.
11. **Pollution**
- a) Pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory and
 - b) all loss, damage or injury directly or indirectly caused by such pollution or contamination.
12. **Offshore**
From the time of embarkation by an **employee** onto a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation by that **employee** from a conveyance on to land upon return from an offshore rig or offshore platform.
13. **United Kingdom**
England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
14. **Contract work executed**
Work carried out by **you** or on **your** behalf away from **your** normal place of business or that of the party who carried out the work on **your** behalf and which at the time of the event giving rise to a claim under this insurance is no longer **your** property and not under the control of **you** or of any **employee**.
15. **Terrorism**
The use of force or violence and/or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Section A – Employers’ Liability

Operative clause

Subject to the exclusions, conditions and definitions of this **policy**, **we** will indemnify **you** under this section against

- a) all sums which **you** shall become legally liable to pay as damages; and
- b) **costs and expenses**

in the event of **bodily injury** caused during the **period of insurance** and sustained by any **employee** which arises out of and in the course of their employment by **you** in the **business** and which is caused

- i. within the **United Kingdom**
- ii. elsewhere in the world in respect of temporary non-manual visits by any **employee** provided that such **employee** is normally resident in the **United Kingdom**.

Limit of indemnity

- 1. The amount specified in the schedule.
Our liability for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series consequent on or attributable to one source or original cause shall not exceed the limit of indemnity.
The limit of indemnity shall be the maximum amount payable including **costs and expenses**.
- 2. Notwithstanding anything contained in paragraph 1 above, **our** liability under this section for damages and **costs and expenses** payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause and arising out of **terrorism** shall not exceed £5 million.
- 3. Notwithstanding anything contained in paragraph 1 above, **our** liability under this section for damages and **costs and expenses** payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause and arising out of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos shall not exceed £5 million.

Employers’ liability compulsory insurance

The indemnity granted by this section is deemed to be in accordance with the provisions of any law enacted in the **United Kingdom** relating to compulsory insurance of liability to **employees**.

If however **we** pay any sum which would not have been paid but for the provisions of such law then **you** shall repay such sum to **us**.

Extension 1

Unsatisfied court judgements

In the event that

- a) a judgement for damages is obtained against any company or individual operating from premises within the **United Kingdom** by any **employee** in respect of **bodily injury** caused during any **period of insurance** arising out of and in the course of their employment by **you** in the **business** and
- b) it remains unsatisfied in whole or in part six months after the date of such judgement

we will indemnify the **employee** or their personal representative up to the limit of indemnity for the amount of damages and awarded costs which remain unsatisfied as long as

- i) there is no appeal outstanding
- ii) any payment made by **us** shall only be in respect of **bodily injury** which would otherwise be within the scope of cover of this section of the **policy**
- iii) any payment made by **us** shall only be in respect of liability for which **you** would have been entitled to indemnity under this section of the **policy** if the judgement had been made against **you** and
- iv) **we** shall be entitled to take over and prosecute for **our** own benefit any claim against any other party and **you**, the **employee** or their personal representatives shall give all information and assistance required.

Section A – Employers' Liability

Exclusions

1. **We** will not indemnify **you** under this section against liability for **bodily injury** to an **employee** in circumstances where compulsory insurance or security is required by Road Traffic Act legislation.
2. **We** shall not indemnify **you** under this section against liability arising **offshore** unless **you** have requested that there shall be no such exclusion and have accepted the terms offered by Underwriters in granting such coverage which offer and acceptance must be signified by specific endorsement to this policy.

Condition

It is a condition precedent to **our** liability that **you** do not manufacture, mine, process, distribute, test, remediate, remove, store, dispose of, sell or use asbestos or materials or **products** containing asbestos.

Section B – Public Liability

Operative clause

Subject to the exclusions, conditions and definitions of this policy, **we** will indemnify **you** under this section against

- a. all sums which **you** shall become legally liable to pay as damages and
- b. **costs and expenses**

in the event of

- i. accidental **bodily injury** to any person other than any **employee**
- ii. accidental loss of or damage to **property** or
- iii. obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water

occurring during the **period of insurance** and arising out of **your business**

- a. in the **United Kingdom**
- b. elsewhere in the world other than the United States of America or Canada arising out of business visits by directors or non-manual **employees** ordinarily resident in the **United Kingdom**.

Limit of indemnity

Our liability in respect of all claims arising out of one original cause shall not exceed the limit of indemnity detailed in the schedule irrespective of the number of claims or claimants.

Costs and expenses are payable in addition to the limit of indemnity under this section.

Should liability arising from the same originating cause form the subject of indemnity under both Section B and C of the policy each Section shall be subject to its own limit of Indemnity provided always that the total amount of **our** liability shall not exceed the greatest limit of indemnity provided under any one of the Sections to the Policy.

Extensions

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

1. **Defective premises**
We will indemnify **you** against liability in respect of **bodily injury** or loss of or damage to **property** arising in respect of any premises disposed of by **you**. This indemnity does not apply to any **costs or expenses** incurred in repairing, replacing or making any refund in respect of any such premises.
2. **Leased premises**
We will indemnify **you** against liability for loss of or damage to premises or fixtures or fittings thereof which are leased to **you**.
This indemnity does not apply in respect of liability for
 - i. loss or damage if the liability is assumed under any tenancy or other agreement and would not have attached in the absence of such an agreement or
 - ii. the first £250 of such loss or damage.
3. **Contingent liability (non-owned vehicles)**
We will indemnify **you** in respect of legal liability for **bodily injury** and loss of or damage to **property** arising out of the use of any motor vehicle which is not **your property** or leased or hired to **you** and is not provided by **you** being used in connection with the **business**.

Section B – Public Liability

This indemnity does not apply in respect of

- i. loss of or damage to such vehicle
- ii. **bodily injury** or loss of or damage to **property** while such vehicle is being driven by **you**
- iii. liability arising from circumstances in which it is compulsory for **you** to insure or provide security in respect of such vehicle as a requirement of relevant Road Traffic Act legislation or
- iv. a vehicle being used outside the **United Kingdom**.

For the purposes of this extension “**you**” is restricted to 3a) and 3b) of General definitions only.

4. **Overseas personal liability**

Where **you** or any of **your** directors or **employees** are temporarily visiting a country outside the **United Kingdom**, **we** will provide indemnity to **you** and to

- i. any of **your** directors or **employees** or
- ii. any spouse or child of **your** director or **employee** accompanying them against liability incurred in a personal capacity for accidental **bodily injury** or loss of or damage to **property** occurring during such visit.

5. **Data Protection legislation**

We will provide an indemnity to **you** and, at **your** request, any of **your** directors, partners or **employees** against legal liability to pay damages and **costs and expenses** for damage or distress as described in Section 13 of the Data Protection Act 1998.

However this extension shall not apply in respect of

- i. the payments of fines or penalties
- ii. the costs of replacing, reinstating, rectifying or erasing any personal data
- iii. liability arising from or caused by a deliberate act or omission of any person eligible for an indemnity by this extension if the result thereof could reasonably have been expected by **you** or any other person having regard to the nature and circumstances of such act or omission
- iv. claims which arise out of circumstances notified to previous insurers and known to **you** at inception of this extension
- v. liability where indemnity is provided by any other insurance.

6. **Car park and cloakroom liability**

We will provide indemnity against legal liability in respect of accidental loss of or damage to vehicles or personal effects of other persons which **you** hold in trust or in **your** custody or control as long as

- i. they are not being stored by **you** for a fee or other consideration and
- ii. they are not held in trust by **you** or in **your** custody or control for the purpose of work being carried out on such **property**.

Section B – Public Liability

7. Consumer Protection Act and Food Safety Act

We will provide indemnity to **you** and any of **your** directors, partners or **employees** up to the limit of indemnity in respect of

- i. costs of prosecution awarded against **you** and any of **your** directors, partners or **employees**; and
- ii. legal fees and expenses incurred with **our** consent in the defence of and arising from criminal proceedings brought or in an appeal against conviction in respect of breach of Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990 as long as the proceedings relate to an offence committed or alleged to have been committed during the **period of insurance** and in the course of the **business**.

The indemnity will not apply

- i. to fines or penalties of any kind
- ii. where indemnity is provided by any other insurance or
- iii. in respect of proceedings consequent upon any deliberate act or omission.

8. Clean up costs extension

Notwithstanding General exclusion 10, we will indemnify you under Section B – Public liability of this policy against liability in respect of any clean up **costs and expenses** caused solely by a sudden, identifiable, unintended and unexpected release of contaminants into watercourse for which you are responsible and where such release takes place during the **period of insurance** subject to the following.

- i. We shall not indemnify **you** against liability in respect of clean up **costs and expenses** happening anywhere in the United States of America or Canada
- ii. We shall not indemnify **you** in respect of any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever
- iii. Our liability to pay clean up **costs and expenses** shall be limited in the aggregate in respect of any one **period of insurance** to £50,000

For the purpose of this endorsement, 'clean up **costs and expenses**' shall mean the **costs and expenses** of remedying the effects of **pollution** incurred by **you** or for which **you** are legally liable and which are imposed on **you** by any government or statutory authority responsible for implementing or enforcing environmental protection legislation or regulations.

Exclusions

We will not indemnify **you** under this section against liability

1. for loss of or damage to **property** belonging to **you** or in the custody or control of **you** or any **employee** other than
 - i. **property** including motor vehicles belonging to an **employee** or visitor
 - ii. any premises including contents (not being premises leased to **you**) which are temporarily occupied by **you** for the purpose of carrying out work in or to such premises.
2. arising from the ownership, possession or use under the control of **you** or any **employee** of any mechanically propelled vehicle in circumstances where compulsory insurance or security is required under any Road Traffic Act legislation.
3. arising out of the ownership, possession or use by **you** or on **your** behalf of any aircraft or other aerial devices, hovercraft, **offshore** installation or watercraft (other than hand- propelled or wind- powered watercraft whilst on inland waterways).
4. arising from any **products** after they have ceased to be in **your** custody or control other than food or drink for consumption on **your** premises.
5. caused by or arising out of
 - i. advice, design or specification given by **you** for a fee or
 - ii. professional services rendered by **you** or on **your** behalf.

Section B – Public Liability

6. for the costs incurred by anyone in
 - i. recalling or making refunds in respect of any **products** or **contract work executed**
 - ii. remedying any defects or alleged defects in land or buildings or structures or other premises disposed of by **you**.

Section C – Products Liability

Operative clause

Subject to the exclusions, conditions and definitions of this **policy**, **we** will indemnify **you** under this section against

- i. all sums which **you** shall become legally liable to pay as damages and
- ii. **costs and expenses**

in the event of

- a) accidental **bodily injury** to any person; or
- b) accidental loss of or damage to **property**

occurring anywhere in the world during the **period of insurance** and caused by any **products** after they have ceased to be in **your** custody or control.

Limit of indemnity

Our liability for all sums payable in respect of any one **period of insurance** shall not exceed the limit of indemnity detailed in the schedule.

Costs and expenses are payable in addition to the limit of indemnity under this section.

Should liability arising from the same originating cause form the subject of indemnity under both Section B and C of the policy each Section shall be subject to its own limit of Indemnity provided always that the total amount of **our** liability shall not exceed the greatest limit of indemnity provided under any one of the Sections to the Policy.

Exclusions

We shall not indemnify **you** against liability

1. caused by or arising out of any **products** which
 - i. to **your** knowledge are for delivery or use in the United States of America or Canada or
 - ii. are sold, supplied, erected, repaired, altered, treated, installed in or for use in any aircraft, aerospace device, hovercraft or waterborne craft or for marine or aviation purposes.
2. for the costs incurred in the repair, reconditioning, replacement, removal or breaking out of any **products** or part thereof.
3. arising out of loss of or damage to **products**.
4. for the costs incurred by anyone in recalling or making refunds in respect of any **products**.

General Extensions

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

1. Contractual liability

Notwithstanding General Exclusion 9, **we** will indemnify **you** under any section of this **policy** against liability in respect of **bodily injury** or loss of or damage to **property** as follows:

To the extent that any contract or agreement entered into by **you** with any principal so requires, **we** will indemnify **you** against liability assumed by **you** in respect of liability which arises out of the performance by **you** of such contract or agreement provided that

- i. the conduct and control of claims is vested in **us**
- ii. the indemnity granted by Section A – Employers liability shall apply only in respect of liability to any **employee**
- iii. nothing in this extension shall increase **our** liability to pay any amount in excess of the limit of indemnity under any section of this **policy**.

For the purpose of this extension, “principal” means the other party to a contract or agreement for whom **you** are undertaking work or services or providing **products** where such party is responsible for setting out the terms of the contract or agreement.

2. Cross liabilities

If the policyholder named in the schedule comprises more than one party, **we** will treat each party as though a separate **policy** had been issued to each of them.

However, nothing in this extension shall increase **our** liability to pay any amount in excess of the limit of indemnity under any section of this **policy**.

3. Compensation for court attendance

In the event of any of **your** directors, partners or **employees** attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this **policy**, **we** will provide compensation at the following rates for each day on which attendance is required:

- i., any director or partner £200 per day
- ii. any **employee** £100 per day

subject to a maximum aggregate limit in the **period of insurance** of £5,000.

4. Legal expenses arising from Health and Safety legislation

In the event of

- i. any act or omission or alleged act or omission leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974, Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the **United Kingdom** or
- ii. an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

we will provide indemnity up to the limit of indemnity against legal fees and expenses incurred in representing **you** in such proceedings, including appeals the results of such proceedings, as long as the proceedings relate to an act, omission, incident or alleged act, omission or incident which has been committed during the **period of insurance** within the **United Kingdom** and in the course of the **business**.

This indemnity will not apply

- i. in respect of fines or penalties of any kind
- ii. to proceedings consequent upon any deliberate act or omission on **your** part
- iii. where **you** have effected a legal expenses insurance policy
- iv. to persons other than **you** or any of **your** directors, partners, proprietors or **employees**.

General Extensions

5. Waiver of Subrogation

Notwithstanding General Exclusion 9, where any contract or agreement entered into by **you** so requires **we** will waive rights of subrogation against any party specified in the contract or agreement provided that **you** shall arrange for such parties as may be indemnified by any such contract or agreement, to observe and fulfil the terms and conditions of this **policy** so far as they can apply.

General Exclusions

Applicable to all sections of the **policy** unless stated otherwise.

We will not indemnify **you** against liability

1. in respect of any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part, unless you have requested that there shall be no such exclusion and have accepted the terms offered by Underwriters in granting such coverage which offer and acceptance must be signified by specific endorsement to this policy.
2. *(Not applicable to Section A – Employers' liability)*
caused by or arising out of the deliberate, conscious or intentional disregard of **your** obligation to take all reasonable steps to prevent **bodily injury** or loss of or damage to **property**.
3. *(Not applicable to Section A – Employers' liability)*
caused by or arising out of liquidated damages clauses, penalty clauses or performance warranties unless such liability would have attached in the absence of such clauses or warranties.
4. *(Not applicable to Section A – Employers' liability)*
directly or indirectly caused by or arising out of **terrorism**. This exclusion also excludes loss, damage, costs or expenses of whatsoever nature directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.
If **we** allege that by reason of this exclusion any loss, damage or expense is not indemnified by this insurance the burden of proving to the contrary shall be upon **you**.
5. directly or indirectly caused by or contributed by or arising from
 - i. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof provided that in respect of claims arising out of injury which form the subject of indemnity under Section A – Employers' liability this exclusion shall only apply to liability
 - a) of any party to whom indemnity is granted by way of Extension 1 or their personal representative; or
 - b) assumed by **you** by agreement which would not have attached in the absence of such agreement.
6. for any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever.
7. for the first amount of each claim arising out of damage stated as the excess in the schedule.
8. which forms the subject of insurance by any other policy and this **policy** shall not be drawn into contribution with such other insurance.
9. which is assumed by **you** under agreement unless such liability would have attached in the absence of such agreement.
10. *(Not applicable to Section A – Employers' liability)*
caused by or arising out of **pollution**.
But **we** will indemnify **you** under Section B- Public liability or Section C- Products liability of this **policy** against liability in respect of accidental **bodily injury** or accidental loss of or damage to **property** caused solely by **pollution** which results from a sudden, identifiable, unintended and unexpected incident and such incident takes place in its entirety at a specific and identified time and place during the **period of insurance** provided that
 - i. all **pollution** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place;
 - ii. **we** shall not indemnify **you** against liability in respect of **pollution** happening anywhere in the United States of America or Canada
 - iii. nothing in these provisos shall increase **our** liability to pay damages costs fees and expenses in excess of the limit of indemnity in the schedule in the aggregate in respect of any one **period of insurance**.

General Exclusions

11. directly or indirectly occasioned by happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
12. arising out of failure of any computer system, whether or not **your property**, to be date or time compliant including failure of any correction attempted correction conversion renovation rewriting or replacement of any computer system relating to date or time compliance.
13. *(Not applicable to Section A – Employers' liability)*
in respect of any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence to a loss.
14. *(Not applicable to Section A – Employers' liability)*
in respect of **bodily injury** sustained to any **employee** which arises out of and in the course of their employment by **you** in the **business**.
15. attaching to **you** under any workmen's compensation unemployment compensation or disability benefits law or under any similar law.
16. arising from circumstances known to **you** or which **you** ought reasonably to have known prior to the inception date of this policy.

General Conditions

Applicable to all sections of the **policy** unless stated otherwise.

1. The due observance and fulfilment of the terms conditions and endorsements of this **policy** insofar they relate to anything to be done or complied with by **you** shall be a condition precedent to **our** liability to make any payment under this **policy**.
2. Any written proposal and/or declaration made by **you** shall form the basis of this contract of insurance and is deemed to be incorporated herein.
3. Any phrase or word in this **policy** and the schedule will be interpreted in accordance with the laws of England. The **policy** and the schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this **policy** or schedule shall bear such specific meaning wherever it may appear.
4. If any claim under this **policy** is in any respect fraudulent this **policy** shall become void and all benefit hereunder shall be forfeited.
5. The truth of statements, answers and information supplied in connection with this **policy** shall be a condition precedent to **our** liability to make any payment under this **policy**.
6. **You** shall give notice to **us** of any alteration or circumstance which materially affects the risks insured under this **policy** and until **we** are advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and **you** have paid or agreed to pay the additional premium (if any) **we** shall not be liable in respect of any claim or claims due wholly or partially to such alteration or circumstance.
7. **You** shall give immediate notice in writing to Kingsbridge Professional Solutions Ltd of any occurrence that may give rise to a claim under this **policy** and shall give all such additional information as **we** may require. Every impending prosecution, inquest or fatal accident enquiry claim, writ, summons or process and all documents relating thereto shall be forwarded to Kingsbridge Professional Solutions Ltd immediately they are received.
8. **You** shall make no admission, offer, promise or payment without **our** written consent and **we** shall be entitled to take over and conduct in **your** name the defence or settlement of any claim or to prosecute in **your** name for **your** own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and **you** shall give all such information and assistance as **we** may reasonably require.
9. **We** may at any time pay to **you** in connection with any claim or series of claims under this **policy** to which an indemnity applies the limit of indemnity (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made, **we** shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of defence costs incurred prior to the date of such payment (unless the limit of indemnity is stated to be inclusive of defence costs).

However if **we** exercise the above option and the amount required to dispose of any claim or series of claims exceeds the limit of indemnity and such excess amount is insured either in whole or in part with defence costs payable in addition to the limit of indemnity under this **policy** then **we** will also contribute **our** proportion of subsequent defence costs incurred with **our** consent.

10. If in respect of any claim under this **policy** there is any other insurance or indemnity in **your** favour in force relative to such claim, or there would be but for the existence of this **policy** **our** liability shall be limited to the amount in excess of that which is or would have been payable (but for the existence of this **policy**) in respect of such claim but subject always to the limit of indemnity.
11. Where the premium is provisionally based on **your** estimates **you** shall keep accurate records and within 90 days of the expiry of the **period of insurance** declare such particulars as **we** require. The premium shall then be adjusted and any difference paid or allowed to **you** as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to **employees** the required declaration shall also include remuneration to all persons defined as **employees** by this **policy**. Failure to declare such particulars to **us** shall entitle **us** to estimate if **we** so wish such particulars and to assess further premium payment due calculated on such estimated particulars.

General Conditions

12. **We** may cancel this **policy** by giving **you** 30 days' notice in writing of such cancellation to **your** last known address.
13. There is a choice of law which can apply to this **policy** but the pre-contractual offer by **us**, subsequent acceptance by **you** and the contract itself have been made on the basis of English law and this can only be amended with the express written agreement of both parties to the contract.
14. The terms of this **policy** are only enforceable by the named insured. A person who is not a named insured has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this **policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Professional Indemnity Policy

1. LEGAL LIABILITY

Underwriters agree, subject to the terms, limitations, exclusions and conditions of this Policy to indemnify the **Insured**

- (a) against all sums which the **Insured** shall become legally liable to pay as damages and Claimants' costs as a result of any **Claim** first made against the **Insured** during the **Period of Insurance** in respect of any civil liability whatsoever or whensoever arising incurred in the conduct of the **Insured's Business**;
- (b) against any **Claim** first made against the **Insured** during the **Period of Insurance** in respect of third party liabilities as a consequence of **Documents** having been destroyed, damaged, lost or mislaid;

2. COSTS AND EXPENSES

Underwriters further agree, subject to the terms, limitations, exclusions and conditions of this Policy, to indemnify the **Insured** against:

- [a] necessary and reasonable legal costs and expenses incurred with Underwriters' prior written consent, such consent not to be unreasonably withheld, in the investigation, defence or settlement of any **Claim** which falls to be dealt with under Insuring Clause 1 of this Policy;
- [b] necessary and reasonable costs and expenses incurred with Underwriters' prior written consent, such consent not to be unreasonably withheld, in the replacement or reconstruction of any **Documents** held in the course of the **Insured's Business** which are discovered during the **Period of Insurance** to have been physically destroyed or damaged or lost or mislaid and which after diligent search cannot be found.

Costs and expenses do not include:

- (i) damages or costs awarded against the **Insured**
- (ii) remuneration of whatsoever nature due to the **Insured** or to any **Director, Partner, Member** or **Employee** thereof

3. LEGIONNELLA

It is understood and agreed that in respect to legionnaires disease the Professional Indemnity Section of the Policy extends to cover the **Insured** for **Claims** made against them and notified to Underwriters during the **Period of Insurance** for any negligence or breach of professional duty committed or allegedly committed by the **Insured** in the provision of technical, engineering and/or risk management consultancy or advice. No cover shall be provided in respect to faulty workmanship of any **Insured**.

General Definitions

(The following words shall have the same meaning throughout this Policy, whether expressed in the singular or the plural. Words in the masculine gender shall include the feminine.)

“Claim” shall mean a demand by a Claimant for compensation or damages from or the assertion of a right against any **Insured**

- a) All claims consequent upon or attributable to one originating source or cause shall be deemed to be one **Claim**.
- b) Paragraph (a) above shall not apply to the provisions of the Policy relating to the Excess/Retention, or to Condition 1 (Claims Notification).
“Computer” shall mean any computer or other electronic data processing device, equipment or system, any hardware, software, programme, instruction, data or component utilised or intended to be utilised therein or thereby, or any actual or intended function of or process performed by any of the foregoing.
“Director” shall have the meaning given by section 250 of the Companies Act 2006.
“Document” shall mean
 - i) all documents excluding stamps, currency, coins, bank notes and bullion, travellers cheques, cheques, drafts, postal orders, money orders, bills of exchange, promisory notes, securities, negotiable instruments and the like, and
 - ii) separable programmes, instructions or data for physical incorporation into any **Computer** belonging to the **Insured** or for which the **Insured** is legally responsible, whilst in the custody of the **Insured**, or in the custody of any person to or with whom they have been entrusted, lodged or deposited by the **Insured** in the ordinary course of the **Insured's Business**.
“Employee” shall mean any person, other than a **Director, Partner** or **Member** of the **Insured**, who is
 - i) under a contract of service or apprenticeship with the **Insured**, or
 - ii) supplied to or hired or borrowed by the **Insured**, or
 - iii) under any work experience or similar scheme with the **Insured**

whilst employed or engaged by and under the control of the **Insured** in connection with the **Insured's Business**.

“Fungi” shall mean any fungus or mycota or any by product or type of infestation produced by such fungus or mycota including, but not limited to, mould, mildew, mycotoxins, spores or any biogenic aerosol.

“Insured” shall mean

- i) the person or entity stated in the Schedule;
- ii) the **Directors, Partners** and **Members** of such entity;
- ii) in the event of the death, incompetence or bankruptcy of any natural person in [i] or [ii] above, their estate, heirs, legal representatives or assigns for legal liabilities incurred by those within [i] or [ii] above and costs and expenses which are indemnifiable under this Policy.

“Insured's Business” shall mean the professional activities stated in the Schedule.

“Member” shall mean any person holding that position within a limited liability partnership.

“Marine Vessel” shall mean a vessel or craft designed to move across or through water.

“Partner” shall have the meaning given by the Partnership Act 1890.

“**Period of Insurance**” shall mean the period stated in the Schedule.

“**Pollution**” shall mean the discharge, dispersal, release or escape of any solid, liquid, gaseous, or thermal irritant or contaminant including, but not limited to, smoke, vapours, soot, dust, fibres, fungi, viruses, bacteria, fumes, acids, alkalis, chemicals and waste (including, but not limited to material to be recycled, reconditioned or reclaimed).

“**Premium**” shall mean the amount stated in the Schedule plus all applicable taxes at the rates from time to time in force.

“**Proposal**” shall mean the proposal bearing the date stated in the Schedule and containing particulars and statements together with any other information supplied to Underwriters.

“**Terrorism**” shall mean the use of force or violence and/or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

“**Unlawful Association**” shall mean any organisation which is engaged in **Terrorism** and includes any organisation which at any relevant time is a proscribed organisation within the meaning of the Terrorism Act 2000 (UK) or any amendment or re-enactment thereof.

“**War**” shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

Limit of Indemnity

Underwriters' total aggregate liability under this Policy including any endorsements hereto (inclusive of all costs and expenses) shall not exceed the Limit of Indemnity stated in the Schedule, irrespective of the number of **Claims** made and the number of parties against whom such **Claims** may be made.

EXCESS

Underwriters shall only be liable in excess of £ 500, which retention shall apply to each and every **Claim** and shall be inclusive of costs and expenses.

Exclusions

(The heading of each exclusion is for ease of identification only)

Underwriters shall not be liable to indemnify the **Insured** against any **Claim** or costs and expenses

- a) **Circumstances Known At Inception**
which results, directly or indirectly, from any **Claim** or circumstances existing prior to or at the inception of this Policy and which the **Insured** knew or ought reasonably to have known might give rise to a **Claim** or to the incurring of costs and expenses.
- b) **Other Insurance**
in respect of which the **Insured** is entitled to indemnity under any other insurance.
- c) **Dishonest And Malicious Acts**
which results, directly or indirectly, from any dishonest, fraudulent, criminal or malicious act or omission of the **Insured**.
- d) **Fines/Penalties**
in respect of any fine or penalty, punitive, exemplary, restitutionary or non-compensatory damages (other than exemplary damages in respect of libel, slander or defamation).
- e) **Bodily Injury/Property Damage**
for bodily injury, mental injury, mental anguish, shock, sickness, disease or death sustained by any person (other than emotional distress arising from any libel, slander or defamation), or for any loss, damage or destruction of property, including loss of use thereof, (other than as provided by Insuring Clause 2(b)) unless such **Claim** directly results from breach of a professional duty owed by the **Insured** to a third party.
- f) **Employers Liability**
for any breach of any obligation owed by the **Insured** as an employer or potential employer to any **Employee** or prospective **Employee**.
- g) **Property**
which results, directly or indirectly, from the ownership, possession or use by or on behalf of the **Insured** of any land, buildings, aircraft, watercraft, vessel or mechanically propelled vehicle.
- h) **Products**
which results, directly or indirectly, from goods or products sold, supplied, repaired, altered, manufactured, constructed, installed or maintained by the **Insured** or by any person, acting for or on behalf of the **Insured**.
- i) **Contractual Liability**
which results, directly or indirectly, from any liability assumed by the **Insured** under any express warranty (except warranty of authority), agreement or guarantee unless such liability would have attached to the **Insured** notwithstanding such express warranty, agreement or guarantee.
- j) **Trading Loss**
which results, directly or indirectly, from any trading losses or liabilities or debts incurred by any business managed by or carried on by the **Insured**.
- k) **Consortia And Joint Ventures**
which results, directly or indirectly, from the operation or existence of any joint venture or consortia in which the **Insured** has an interest other than in respect of any **Claim** arising from acts or omissions by the **Insured**.
- l) **Insolvency/Bankruptcy Of Insured**
which results, directly or indirectly, from the insolvency or bankruptcy of the **Insured**.

- m) **Financial Interest**
made against the **Insured** by
- (i) any other person falling within the definition of the **Insured**, or
 - (i) any parent or subsidiary company of the **Insured**, or
 - (iii) any person or entity having a financial, executive or controlling interest in the **Insured**, or
 - (iv) any company or entity in which the **Insured** or any **Director, Partner** or **Member** of the **Insured** has a financial, executive or controlling interest unless such **Claim** is for indemnity or contribution in respect of a claim made by an independent third party against such company, person or entity and directly results from breach of a professional duty owed by the **Insured** to that third party.
- n) **Infringement**
alleging infringement of copyright, patent, registered design, trade mark or any other intellectual property rights or passing off.
- o) **Loss Of Data**
under Insuring Clause 2(b), which results, directly or indirectly, from the failure or inefficacy of any programme, instruction or data for use in any **Computer** occasioned other than through its physical destruction or damage.
- p) **Computer Viruses And Unauthorised Use**
which results, directly or indirectly, from, in consequence of or in any way involving computer viruses or the failure to prevent unauthorised use of or access to any **Computer**.
- q) **USA and Canadian Legal Actions**
made in any court within the United States of America or Canada or any of their overseas territories or elsewhere to enforce a judgement obtained in any such courts unless you have requested that there shall be no such exclusion and have accepted the terms offered by Underwriters in granting such coverage which offer and acceptance must be signified by specific endorsement to this policy
- r) **War and Terrorism**
which results, directly or indirectly, from, in consequence of or in any way involving:
- i) **War**
 - ii) **Terrorism**
 - iii) Any unlawful, wanton or malicious act committed by a person or persons acting on behalf of or in connection with any **Unlawful Association**
- regardless of any other cause or event contributing concurrently or in any other sequence to the **Claim** or loss.
Also excluded is loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing suppressing or in any way relating to (i) and/or (ii) and/or (iii) above.
If Underwriters allege by reason of this exclusion that any loss, damage, cost or expense is not covered by this Policy the burden of providing the contrary shall be upon the **Insured**.
In the event that any part of this exclusion is found to be invalid or unenforceable, the remainder shall still be of full force and effect.
- s) **Radioactive Contamination Or Explosive Nuclear Assemblies**
brought about by or contributed to by or consequent upon
- i) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

- ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- t) **Pollution**
which results, directly or indirectly, from, in consequence of or in any way involving any **Pollution**.
- u) **Asbestos**
which results, directly or indirectly, from, in consequence of or in any way involving asbestos in whatever form or quantity.
- v) **Toxic Mould**
which results, directly or indirectly, from, in consequence of or in any way involving any **Fungi** in whatever form or quantity.
- w) **Medical Services**
arising from the provision of healthcare services by any healthcare professional (including but not limited to surgical, medical and dental practitioners, nurses and midwives, ambulance personnel and paramedics) or others acting under the control of or supervision of such persons.
- x) **Financial Services**
arising from the provision of any financial insurance or investment advice or services provided by the Insured acting as an independent financial adviser or as an agent of any bank, building society, insurance company or any other financial institution
- y) **Aircraft**
arises from the **Insured** performing the **Insured's Business** on any aircraft or aerospace device or part thereof and either:
 - (i) results in a bodily injury, mental injury, mental anguish, shock or death sustained by any person or a loss, damage or destruction of material and tangible property of any kind (including use thereof); or
 - (ii) arises from any work performed by the **Insured** that has not been approved and signed off by the client.
- z) **Surveys and Valuations**
arising, directly or indirectly, from, in consequence of or in any way involving the valuation of or the surveying of the physical and/or structural condition of any commercial or residential building
- aa) **Marine Surveyors**
arising, directly or indirectly, from, in consequence of or in any way involving any structural or condition survey of any **Marine Vessel** performed by the **Insured**

Conditions

(The heading of each condition is for ease of identification only)

1. Claims Notification

- [a] The **Insured**, as a condition precedent to their right to indemnity under this Policy, shall give to Kingsbridge Professional Solutions Ltd immediate notice in writing during the Period of Insurance of
- (i) any **Claim**, or
 - (ii) the receipt of any notice of an intention to make a **Claim**, or
 - (iii) any circumstances of which the **Insured** shall become aware which might reasonably be expected to give rise to a **Claim**, giving detailed reasons for the anticipation of such **Claim**, together with full particulars as to dates and persons involved, or
 - (v) the destruction, damage or loss of any **Documents**.

Such notice having been given as required by (ii) or (iii) above, any subsequent **Claim** made shall be deemed to have been made during the **Period of Insurance**.

- [b] The **Insured**, as a condition precedent to their right to indemnity under this Policy, shall give Underwriters such information and co-operation as Underwriters may reasonably require including all reasonable assistance in identifying locations and securing the co-operation of any appropriate individual to sign a Statement of Truth or any other document necessary to comply with the Civil Procedure Rules current at the material time.

2. Claims Handling

- [a] The **Insured**, as a condition precedent to their right to indemnity under this Policy, shall not admit liability for or settle or attempt to settle any **Claim** or incur any costs and expenses in connection with any **Claim** without Underwriters' prior written consent (such consent not to be unreasonably withheld).
- [b] Underwriters shall be entitled, but not obliged, at any time to take over and conduct in the name of the **Insured** the defence or settlement of any **Claim** or to prosecute in the name of the **Insured** for their own benefit any claim for payment, indemnity or damages or otherwise against any third party.
- [c] The **Insured** shall not be required to contest any **Claim** unless Leading Counsel (to be mutually agreed upon by the **Insured** and Underwriters or, in default of agreement, to be appointed by the President for the time being of the Law Society) shall advise that such **Claim** should be contested.
- [d] Underwriters shall not settle any **Claim** without the consent of the **Insured**. If however the **Insured** shall refuse to consent to any settlement recommended by Underwriters and shall elect to contest a **Claim**, then Underwriters' liability for such **Claim** (including costs and expenses) shall not exceed the amount for which the **Claim** could have been settled inclusive of costs and expenses incurred with their consent up to the date of such refusal, and then only up to the Limit of Indemnity stated in the Schedule.
- [e] The **Insured**, as a condition precedent to their right to indemnity under this Policy, shall not, except insofar as may be required by law, disclose to anyone the existence of this Policy without Underwriters' prior written consent. For the avoidance of doubt, a requirement to disclose the existence of this Policy is not a requirement to disclose its terms and conditions.

3. Employee Indemnification

If the **Insured** so requires, Underwriters will indemnify any **Employee** of the **Insured** against his liability to pay any **Claim** made against that **Employee** personally, and necessary and reasonable legal costs and expenses incurred with Underwriters' prior written consent, such consent not to be unreasonably withheld, in the investigation, defence or settlement of any such **Claim** to the same extent as if the **Claim** were made against the **Insured** and subject to the terms, limitations, exclusions and conditions of this Policy, provided always that such **Employee** shall observe, fulfil and be subject to all the terms, conditions and exclusions of this Policy as if he were the **Insured**, and provided also that this Condition shall not increase the Limit of Indemnity under this Policy, and

provided also that the **Employee** does not have any direct or indirect financial interest in the proceeds of the **Claim** and has not made any profit or gain out of the transaction giving rise to the **Claim**.

4. Subrogation

Underwriters shall be subrogated to all the **Insured's** rights of recovery against any person before or after any payment or indemnity under this Policy and the **Insured**, as a condition precedent to their right to indemnity under this Policy, shall take all steps necessary to preserve Underwriters' rights of subrogation and shall give all such assistance in the exercise of rights of recovery as Underwriters may require.

Underwriters agree not to exercise any such rights against any **Director, Member or Employee** of the **Insured** unless the **Claim** is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of that **Director, Member or Employee**.

5. Fraudulent Claims

If the **Insured** shall make any request for payment or indemnity knowing the same to be false or fraudulent as regards amount, or otherwise, this Policy shall be void and all payment and indemnity hereunder shall be forfeited.

6. Premium Payment

If the **Premium** has not been paid within 60 days of inception, Underwriters may cancel this Policy by giving 15 days written notice to the **Insured** or to the Broker. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters were on risk but the full **Premium** shall be payable in the event of notification of a **Claim** or of any circumstances before the effective date of termination. If the **Premium** is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

7. Third Party Rights

The parties to this Policy are Underwriters and the person or entity named as the **Insured** in the Schedule. A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of the Act.

8. Cancellation

This Policy may be cancelled by or on behalf of Underwriters by thirty days notice given in writing to the **Insured** or the broker and the Premium hereon shall be adjusted on the basis of Underwriters receiving or retaining pro rata Premium.

9. Proposal Form

The **Proposal** is the basis of this Policy and is incorporated herein.

10. Law Of Contract

This Policy shall be governed by the laws of England and Wales and any dispute in connection herewith shall be submitted to the exclusive jurisdiction of the English Courts.

PORTFOLIO 3 - DIRECTORS & OFFICERS LIABILITY

Directors & Officers Liability Insurance & Company Reimbursement Liability

1. PREAMBLE

Whereas Underwriters have received a signed Proposal Form together with accompanying documents which are hereby agreed to be the basis of this Policy and to be considered as incorporated herein and provided the Premiums stated in the Schedule attached to this Policy have been duly paid.

2. INSURING CLAUSE

Underwriters agree, subject to the terms, conditions, limitations and exclusions of this Policy, to:

(a) Pay on behalf of the Directors or Officers of the Company Loss arising from any Claim first made against them during the Period of Insurance and notified to Underwriters during the Period of Insurance by reason of any Wrongful Act committed in the capacity of Director or Officer of the Company except for and to the extent that the Company has indemnified the Directors or Officers.

(b) Pay on behalf of the Company Loss arising from any Claim first made against the Directors or Officers during the Period of Insurance and notified to Underwriters during the Period of Insurance by reason of any Wrongful Act committed in the capacity of Director or Officer of the Company but only when and to the extent that the Company shall be required or permitted to indemnify the Directors or Officers pursuant to the law, common or statutory, or the Memorandum and Articles of Association.

3. DEFINITIONS

(The following words shall have the same meaning throughout this Policy, whether expressed in the singular or the plural)

(a) 'Director or Officer' shall mean:

- (i) any natural person who was or is or may hereafter be a Director or Officer of the Company or is construed so to be within the meaning of any applicable law or regulation governing such matters, and
- (ii) in the event of the death or incompetency of any person that falls within 3(a)(i) hereof, their estate, heirs, legal representatives or assigns, for legal liabilities incurred due to any Wrongful Act of any person that falls within 3(a)(i) hereof.

(b) 'Company' shall mean the Insured stated in the Schedule and shall include all Subsidiary Companies.

(c) 'Subsidiary Company' shall mean:

- (i) any company of which the Company (either directly or indirectly through one or more of its Subsidiary Companies as defined herein) before the inception date of this Policy:

- (a) controls the composition of the Board of Directors, or
 - (b) controls more than half of the voting power, or
 - (c) holds more than half of the issued share capital.
- (ii) 'Subsidiary Company' shall also mean any company that falls within 3(c)(i) hereof, acquired or created on or subsequent to the inception date of this Policy the total assets of which do not exceed £ 100,000, provided that this Policy shall only apply in respect of a Wrongful Act committed or alleged to have been committed by the Directors or Officers of such company subsequent to the date of acquisition or creation and provided that such company is not domiciled or incorporated in the United States of America or Canada.
 - (iii) 'Subsidiary Company' shall not mean any company which does not fall within 3(c)(i) or 3(c)(ii) hereof, unless with the prior written consent of Underwriters.
- (d) 'Period of Insurance' shall mean the period stated in the Schedule.
- (e) 'Wrongful Act' shall mean any actual or alleged wrongful act or omission by Directors or Officers, individually or collectively, by reason of their being Directors or Officers of the Company. Related or continuous or repeated or causally-connected Wrongful Acts shall constitute a single Wrongful Act.
- (f) 'Loss' shall mean legal liability of the Directors or Officers to pay:
- (i) damages or costs awarded against the Directors or Officers,
 - (ii) settlements as agreed by Underwriters (such agreement shall not unreasonably be withheld),
 - (iii) Costs and Expenses.
- (g) 'Costs and Expenses' shall mean all reasonable and necessary fees and expenses incurred by or on behalf of the Directors or Officers with the written consent (such consent shall not unreasonably be withheld) of Underwriters resulting solely from the investigation and/or defence and/or monitoring and/or settlement of any Claim and appeals therefrom.
- (i) Underwriters shall also pay on behalf of the Directors and Officers, Costs and Expenses arising out of the prosecution (criminal or otherwise) of any Director or Officer or the attendance of any Director or Officer at any official investigation, examination, inquiry or other proceedings ordered or commissioned by any official body by reason of a Wrongful Act.
 - (ii) Underwriters shall also pay on behalf of the Company, Costs and Expenses incurred by any shareholder of the Company in pursuing a Claim during the Period of Insurance against any Director or Officer of the Company which the Company is legally obligated to pay pursuant to an order of the court.
- 'Costs and Expenses' shall not mean salaries, commissions, expenses or other benefits of the Directors or Officers or employees of the Company.
- (h) 'Claim' shall mean:
- (i) any writ or summons or other application of any description whatsoever or cross-claim or counter claim issued against or served upon any Director or Officer for any Wrongful Act, or
 - (ii) any written communication alleging a Wrongful Act communicated to any Director or Officer.
- (i) 'Unlawful Association' shall mean any organisation which is engaged in Terrorism and includes any organisation which at any relevant time is a proscribed organisation within the meaning of the Terrorism Act 2000 (UK) or any amendment or re-enactment thereof.

(j) 'War' shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

(k) 'Terrorism' shall mean the use of force or violence and/or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

4. EXCLUSIONS

Underwriters shall not pay any Loss arising from any Claim:

- (i) where legal action or litigation is brought in a court of law within the United States of America or Canada or where legal action or litigation is brought in a foreign court of law to enforce a judgment from such courts of law whether by way of reciprocal agreement or otherwise.
- (ii) to the extent that an indemnity or payment is available from any source, other than this Policy.
- (iii) for any actual or alleged bodily injury, sickness, disease or death of any person or any actual or alleged damage to or destruction of any tangible property, including loss of use thereof.
- (iv) based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged seepage, pollution or contamination of any kind, provided, however, that Underwriters shall pay on behalf of the Directors and Officers Costs and Expenses incurred in any investigation, examination, inquiry, court of law or other proceedings ordered or commissioned in the first instance by any official body within the United Kingdom of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in respect of any Wrongful Act.
- (v) brought about by or contributed to by or consequent upon any dishonesty, fraud or malicious conduct of the Directors or Officers provided, however, that Underwriters shall pay on behalf of the Directors and Officers:
 - (a) Costs and Expenses incurred in successfully defending proceedings brought in respect of such Wrongful Act.
 - (b) Loss where the final judgment or other final adjudication of the court hearing proceedings against any Director or Officer determines that he/she is legally liable in respect of a Wrongful Act on some cause of action which is not dependent on the existence of a dishonest, fraudulent or malicious purpose or intent and makes no finding that he/she was guilty of dishonesty, fraud or malicious conduct in relation to the Wrongful Act in question.
- (vi) brought about by or contributed to by or consequent upon any Director or Officer gaining any profit or advantage or receiving any remuneration to which he/she was not legally entitled.
- (vii) for the return by the Directors or Officers of any remuneration paid to them without the previous approval of the shareholders of the Company which payment, without such previous approval, shall be held by the court to be in violation of the law.

(For the purpose of determining the applicability of 4(v) and (vi) and (vii) hereof the Wrongful Act of one Director or Officer shall not be imputed to any other Director or Officer).
- (viii) made by any third party based upon or alleging or originating from breach of any professional duty owed to such third party.
- (ix) arising out of any pension or superannuation scheme or programme.
- (x) made by or on behalf of the Company or by or on behalf of any Director or Officer and at the instigation of any person or entity who is or was also a Director or Officer or agent of the Company however this Exclusion

shall not apply to any Claim made by or on behalf of any employee of the Company (except one who is or was a Director) in respect of employment disputes.

- (xi) brought about by, or contributed to by, or consequent upon, any circumstances existing prior to or at the inception date of this Policy and which the Directors or Officers or the Company knew or ought reasonably to have known could give rise to a Claim.
- (xii) for taxes or fines or penalties or punitive or exemplary or multiple damages or any Claim deemed uninsurable under law.
- (xiii) brought about by or contributed to by or consequent upon:
 - (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss,
 - (b) any legal liability of whatsoever nature
 - directly or indirectly caused by or contributed to by or arising from:
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (xiv) directly or indirectly relating to, or consequent upon taxation of any kind.
- (xv) directly or indirectly concerning the mining, processing, removal, use, ownership, sale, distribution or purchase of or exposure to asbestos or materials containing asbestos or involving or pertaining to events or circumstances resulting from such activity or exposure.
- (xvi) which results, directly or indirectly, from, in consequence of or in any way involving:
 - (i) War
 - (ii) Terrorism
 - (iii) Any unlawful, wanton or malicious act committed by a person or persons acting on behalf of or in connection with any Unlawful Association

regardless of any other cause or event contributing concurrently or in any other sequence to the Claim or loss.

Also excluded is loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing suppressing or in any way relating to (i) and/or (ii) and/or (iii) above.

If Underwriters allege by reason of this exclusion that any loss, damage, cost or expense is not covered by this Certificate the burden of providing the contrary shall be upon the Assured.

In the event that any part of this exclusion is found to be invalid or unenforceable, the remainder shall still be of full force and effect.

5. LIMIT

Underwriters' total aggregate liability under both 2 INSURING CLAUSE (a) and (b) together shall not exceed the Limit of Underwriters' Aggregate Liability stated in the Schedule, which amount shall be inclusive of Costs and Expenses.

6. CLAIMS PROVISIONS

(6(a) and 6(b) and 6(c) and 6(d) hereof are conditions precedent to the right of the Directors and Officers and the Company under this Policy).

(a) The Directors and Officers and the Company shall give to Kingsbridge Professional Solutions Ltd immediate notice in writing of any Claim.

(b) The Directors and Officers and the Company shall give to Kingsbridge Professional Solutions Ltd written notice as soon as practicable of any circumstances of which the Directors or Officers or the Company shall become aware which might reasonably be expected to give rise to a Claim against the Directors or Officers, giving reasons for the anticipation of such Claim, with full particulars as to dates and persons involved.

Such notice having been given as required by 6(b) hereof, any subsequent Claim made shall be deemed to have been made during the Period of Insurance.

(c) The Directors and Officers and the Company shall give Underwriters such information and cooperation as Underwriters may reasonably require and shall not disclose to anyone the existence of this Policy without Underwriters consent, unless as a consequence of the requirements of the law.

(d) The Directors and Officers and the Company shall not admit liability for or settle or attempt to settle any Claim or incur any Costs and Expenses without the written consent of Underwriters who shall be entitled at any time to take over and conduct in the name of the Directors or Officers or the Company the defence or settlement of any Claim or to prosecute in the name of the Directors or Officers or the Company for their own benefit any Claim for payment, indemnity or damages or otherwise against any third party. In any event no action shall be taken which might prejudice Underwriters.

(e) The Directors or Officers or the Company shall not be required to contest any legal proceedings unless Counsel (to be mutually agreed upon by the Directors and Officers, the Company and Underwriters) shall advise that such proceedings should be contested.

(f) Underwriters shall not settle any Claim without the consent of the Directors or Officers or the Company. If however the Directors or Officers or the Company shall refuse to consent to any settlement recommended by Underwriters and shall elect to contest or continue any legal proceedings in connection with such Claim, then Underwriters liability for the Claim shall not exceed the amount by which the Claim could have been so settled inclusive of Costs and Expenses incurred with their consent up to the date of such refusal, and then only up to the Limit of Underwriters' Aggregate Liability stated in the Schedule.

(g) With respect to Costs and Expenses and any joint settlement of any Claim made against both the Company and the Directors and Officers, such Costs and Expenses and joint settlement having been consented to by Underwriters (such consent shall not unreasonably be withheld), the Company and the Directors and Officers and Underwriters agree to use their best efforts to determine a fair and proper allocation of the amount as between the Company and the Directors and Officers and Underwriters.

(h) Underwriters shall be entitled to nominate a solicitor and, if appropriate a barrister or an attorney, to represent the Directors or Officers.

7. TAKEOVER AND MERGER

In the event of the takeover or merger of the Company by or with any other organisation any payment with respect to Loss arising from a Claim hereunder is amended to apply only to any Loss by reason of Wrongful Acts committed by the Directors or Officers prior to the date of such takeover or merger.

8. ADVANCEMENT OF COSTS AND EXPENSES

(a) Under 2 INSURING CLAUSE (a) Underwriters may, in their absolute discretion, advance Costs and Expenses prior to the final settlement of the Claim, unless such Costs and Expenses have been advanced by the Company.

(b) Under 2 INSURING CLAUSE (b) Underwriters may, in their absolute discretion, advance Costs and Expenses prior to the final settlement of the Claim.

Such advance payments of Costs and Expenses as referred to in 8(a) and 8(b) hereof, shall be repaid to Underwriters by the Directors and Officers and the Company severally according to their respective interests, in the event and to the extent that they shall not be entitled under this Policy to payment of such Loss.

9. CONDITIONS

(a) In the event of Underwriters being entitled to avoid this Policy ab initio, Underwriters may at their election instead give notice in writing to the Directors and Officers and the Company that they regard this Policy as of full force and effect save that there shall be excluded from any payments afforded hereunder any Loss which has arisen or which may arise and which is related to the circumstances which entitle Underwriters to avoid this Policy.

This Policy shall then continue in full force and effect but shall be deemed to exclude as if the same had been specifically endorsed ab initio the particular Loss or possible Loss referred to in the said notice.

(b) If the Directors or Officers or the Company shall make any request for payment in respect of any Loss knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all requests for payment in respect of any Loss hereunder shall be forfeited.

(c) The Proposal Form shall be construed as a separate application by each Director or Officer. With respect to the signed Proposal Form together with the declarations and statements contained therein, no statements in such Proposal Form or knowledge possessed by any Director or Officer shall be imputed to any other Director or Officer for the purpose of determining the availability of any payment hereunder for Loss arising from a Claim made against any Director or Officer.

(d) Underwriters shall not avoid this Policy by reason only that they may be so entitled by virtue of any statute or rule of law that makes or deems void any provision or contract to indemnify or make payment to any Director or Officer of the Company against liability for any Wrongful Act. Underwriters rights to avoid this Policy for any other reason, including but not limited to misrepresentation or non-disclosure, remain unaffected.

(e) The Director or Officer or Company undertakes that premium will be paid in full to Underwriters within 60 days of inception of this Policy (or, in respect of instalment premiums, when due).

If the premium due under this Policy has not been so paid to Underwriters by the sixtieth day from the inception of this Policy (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this Policy by notifying the Company via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full Certificate premium shall be payable to underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to valid claim under this Policy.

It is agreed that Underwriters shall give not less than 15 days prior notice of cancellation to the Company via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

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

PORTFOLIO 4 - PERSONAL ACCIDENT INSURANCE

Personal Accident Insurance Policy

This is your Insurance Policy. It is a contract of insurance between you and us and is made up of this policy and the Schedule. It is based on the statements and information you gave to your intermediary or the information given on a Proposal Form or Statement of Fact.

You should read this Policy and the Schedule together. Please check them carefully to make sure they give you the cover you want.

We agree to insure you under the terms, conditions and exclusions set out in this Policy in the event that you sustain Bodily Injury as defined during the period and operative time of this Insurance.

**PLEASE READ THIS DOCUMENT CAREFULLY AND SEE THAT IT MEETS WITH YOUR REQUIREMENTS. PAY SPECIAL ATTENTION TO THE EXCLUSIONS AND CONDITIONS.
IF THIS INSURANCE DOES NOT MEET WITH YOUR REQUIREMENTS THEN PLEASE CONSULT YOUR INSURANCE ADVISER**

DEFINITIONS

1. **BODILY INJURY** means identifiable physical injury which:
 - (a) is sustained by an Insured Person during the period and operative time of this insurance
 - (b) is caused by an Accident, and
 - (c) solely and independently of any other cause except sickness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of such Insured Person within 12 (twelve) calendar months from the date of the Accident.
2. **ACCIDENT** means a sudden, unexpected, unusual, specific event which occurs at a specific time and place, but shall also include exposure resulting from a mishap to a conveyance in which an Insured Person is travelling.
3. **PERMANENT TOTAL DISABLEMENT** means disablement which entirely prevents an Insured Person from undertaking his usual business or occupation and which lasts 12 (twelve) months and at the expiry of that period is beyond hope of improvement.
4. **TEMPORARY TOTAL DISABLEMENT** means disablement which entirely prevents an Insured Person from undertaking his usual business or occupation.
5. **LOSS OF LIMB** means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.
6. **LOSS OF SIGHT** means total and permanent loss of sight in both eyes if the Insured Person has been added to the register of blind persons on the authority of a fully qualified ophthalmic specialist, or in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.
7. **OCCUPATIONAL INCLUDING COMMUTING** means while the Insured Person is carrying out his usual occupational duties including whilst travelling between his usual place of residence and place of work.
8. **EXCESS PERIOD** means a period of time as specified in the Table of Benefits after the date of first disablement for which no benefit is payable for Temporary Total Disablement.
9. **AIR TRAVEL** means being in or on or boarding an aircraft for the purpose of flying therein or alighting there from following a flight.

EXCLUSIONS

This insurance does not cover death, loss, disability or expense directly or indirectly caused or contributed to by, resulting from or in connection with:

1. War, warlike operations, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military force or usurped power, confiscation, terrorism, the release or escape of weapons of mass destruction, or any other similar event. For the purpose of this exclusion, terrorism means an act, or acts, of any person or group committed for political, religious or similar purposes, with the aim of influencing any government or putting the public, or any section of the public, in fear. Terrorism can include, but is not limited to, using or threatening to use force or violence. The people who carry out acts of terrorism can either be acting alone, or acting on behalf of or in connection with any organisation or government. If any part of this exclusion is found to be invalid, or we cannot enforce any part of it, the rest will still apply;

This insurance does not cover any loss, injury, damage, illness, death or legal liability arising directly or indirectly from, or consisting of, the following:

- Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, or from the combustion of nuclear fuel.
- The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly, or nuclear component.
- Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

2. the Insured Person taking part in:

(a) any military, naval or air force service or operation;

(b) winter sports of any kind;

(c) martial arts, equestrian sports (including hunting on horseback), skin diving involving the aid of breathing apparatus, boxing, wrestling, mountaineering or rock climbing (normally involving the use of ropes or guides), potholing, hang gliding, parachuting or other aerial activities, driving or riding in any kind of race, professional sports or rugby;

3. the Insured Person engaging in Air Travel except as a passenger;

4. the Insured Person committing or attempting to commit suicide, intentionally inflicting self injury or the Insured Person's own criminal act;

5. venereal disease or Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) or any mutant or derivative there from howsoever this syndrome has been acquired or may be named;

6. (a) deliberate exposure to exceptional danger (except in an attempt to save human life);

(b) the Insured Person being involved in a motor accident where such Insured Person is subsequently found to have been driving at the time of the Accident with a level of alcohol in his blood above that permitted under prevailing legislation;

(c) the Insured Person being involved in drug abuse or taking drugs not prescribed by a registered qualified medical practitioner;

7. pregnancy, childbirth or an Insured Person's own pre-existing condition, physical or mental defect, infirmity or illness for which such Insured Person has received medical treatment or advice in the 12 (twelve) months before the inception of this insurance except as advised to Insurers in writing and agreed by them.

EXTENSIONS

1. DISAPPEARANCE

If, after a period of 12 (twelve) calendar months has elapsed and all available evidence examined, there is reason to presume the death of an Insured Person as a result of an occurrence covered under this insurance, the disappearance of such Insured Person shall be deemed a claim under this Policy. If at any time after payment of the claim such Insured Person shall be found to be living, all sums so paid shall be immediately refunded to Insurers.

2. HIJACK

It is agreed that subject otherwise to the terms and conditions of this Policy the term "Accident" shall be deemed to include Hijack, or any attempt thereat and exposure to the elements resulting therefrom. Cover shall continue while an Insured Person is under the control of the person(s) or their associates making the Hijack and during travel direct to his place of residence and/or original destination, for a period not exceeding 12 (twelve) months from the date of the Hijack.

Definition - Hijack means unlawful seizure or wrongful exercise of control of an aircraft or conveyance, or the crew thereof, on or in which an Insured Person is travelling as a passenger. Hijack shall be deemed to include illegal holding of an Insured Person hostage against his will.

3. PERMANENT DISABILITY CONTINENTAL SCALE

Permanent disability benefit, as follows, shall be payable as a percentage of the sum insured under Benefit A5 Permanent Total Disablement of the Table of Benefits.

(a)	Complete and incurable paralysis	100%
(b)	Loss of thumb and index finger	50%
(c)	Loss of thumb of right hand	20%
(d)	Loss of thumb of left hand	15%
(e)	Loss of index finger of right hand	15%
(f)	Loss of index finger of left hand	10%
(g)	Loss of any other finger on right hand	6%
(h)	Loss of any other finger on left hand	5%
(i)	Loss of big toe	5%
(j)	Loss of any other toe	3%
(k)	Total and irrecoverable loss of hearing in both ears	40%
(l)	Total and irrecoverable loss of hearing in one ear	10%

If compensation is payable to the Insured Person under more than one form of Permanent Disability as a result of one accident the total payable shall not exceed 100% of the Sum Insured under Benefit A5.

In the event of the Insured Person sustaining any Permanent Disability not noted above the compensation payable shall be calculated by assessing the degree of disability relative to the above scale but without reference to the Insured Person's occupation.

If compensation is payable for loss of or loss of use of a whole member of the body then compensation for parts of that member cannot also be claimed.

GENERAL CONDITIONS

1. The total sum payable under this Policy in respect of any one or more claims in respect of any one Insured Person shall not exceed in all, in any one period of insurance, the largest sum insured under any one of the benefits in relation to that Insured Person contained in the Table of Benefits or added to this insurance by endorsement.
2. Compensation shall not be payable under more than one of the benefits A1 to A5 (inclusive) in the Table of Benefits in respect of the consequences of the same Accident.
3. No weekly compensation shall become payable until the total amount thereof has been ascertained and agreed.
4. If Benefit A1 of the Table of Benefits is not covered then no claim shall be payable, other than for weekly compensation and Medical Expenses, in respect of any Accident which would have given rise to a claim under Benefit A1 had that benefit been covered.
5. The sum insured in respect of Benefit A6 Temporary Total Disablement shall be £500 per week or 75% of the Insured Person's average gross weekly wage, whichever is the less. Calculation of the average gross weekly wage will be based upon the 13 weeks immediately preceding the accident, and information for this calculation must be provided by the policyholder upon request. Failure to provide full information will affect the amount of benefit payable. Gross weekly wage shall be deemed to include wages, dividends and expenses for the purposes of the calculation.
6. As soon as is practicable after an Insured Person sustains Bodily Injury which may be the subject of compensation under this Policy the Insured Person shall give notice to Insurers and supply without cost to Insurers, such certificates or evidence which thereafter may reasonable be required by Underwriters, and such Insured Person shall place himself under the care of a registered, qualified medical practitioner whose advice he must follow.
7. Insurers shall be entitled at their own expense to require any Insured Person to undergo medical examination and in the event of the death of any Insured Person to have a post mortem examination performed (where legally permitted).
8. Insurers may cancel this Policy at any time by sending 30 (thirty) days' written notice to the Insured Person.
9. The Insured Person shall give immediate notice in writing to Insurers of any change in occupation, or of any pursuit which increases the likelihood of a claim under this Policy.
10. If any claims under this Policy be fraudulent or if fraudulent means are utilised to secure payments of benefit under this Policy then such action(s) shall render this Policy null and void and all rights hereunder shall be forfeited.
11. No benefit under this Policy shall be subject to interest charges and Insurers shall not be affected by any notice of trust, charge, lien, assignment or any other dealing relating to this Policy.
12. All matters under this Policy shall be dealt with in accordance with the Laws of England.
13. All words that appear in the gender of one sex shall be taken to refer to both sexes.
14. This Insurance is issued on the condition that the Insured Person has no other accident insurance except as specifically declared to the Insurers at inception or agreed by them during the period of this insurance.

CLAIMS NOTIFICATION

The Insured Person must notify Kingsbridge Professional Solutions as soon as possible of any potential claim but in any case notification must be no more than 90 days after the incident giving rise to a claim. Please quote your Policy Number shown in the Policy Schedule in all correspondence.

Notice re Complaints

COMPLAINTS

If at any time you have any questions or concerns regarding this Policy or the handling of a claim, you should in the first instance refer to your insurance intermediary Kingsbridge Professional Solutions, The Old Smithy, Stocktons Courtyard, Overbury, Gloucestershire, GL20 7NT.

If your problem cannot be resolved in this way, please write to the Claims Manager, Professional Liability Division, Markel International Limited, The Markel Building, 49 Leadenhall Street, London, EC3A 2EA. We will then advise you of Markel's internal complaints handling procedure.

Complaints that cannot be resolved by our internal complaints handling procedure may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

These complaints procedures do not affect your right to have recourse to legal action or to any other remedy available to you.