SHAPE Digital

Marketline

Policy Wording

SHAPE Digital

HELPLINE SERVICES

Claims

We recognise that any claim can cause distress, so we've tried to make the process as simple as possible.

Helpful information to have before you call

You can help process your claim more quickly if you are prepared with the appropriate information. However, please do not delay in reporting your claim if you do not have all of the information detailed below:

- Policy number
- Your contact details – name and organisation
- Cause of loss
- Date of loss
- Incident Details (including what happened, when and where the incident took place)
- Details of the Damage

Casualty Claims

Phone	▪ Monday to Friday, 9am – 5pm (excl. bank holidays)	0800 876 6399
Email		ukadminnewclaims@uk.qbe.com

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INTRODUCTION

MARKETLINE POLICY

This **Policy** has been underwritten by Shape Digital on behalf of the **Company**.

The **Company** will provide the insurance described in this **Policy** (subject to the terms, definitions, conditions, clauses and exclusions) for the **Period of Insurance**, which consists of individual Sections. The **Policy** should be read in conjunction with the **Schedule** which confirms the Sections the **Insured** is covered for.

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GENERAL DEFINITIONS

These definitions apply to this **Policy**. In addition, other more specific definitions apply under some of the **Policy** Sections and are stated in those **Policy** Sections.

Any word or expression to which a particular meaning has been given in the General Definitions in this **Policy** or in the Definitions within the Sections of this **Policy** shall have that meaning wherever it appears in **Bold** type and when commencing with a capital letter in this **Policy** or the relevant Section respectively.

Bodily Injury
Bodily injury which shall include death, physical illness and disease and medically diagnosed psychiatric condition.

Business
a) The business as stated in the **Schedule**.
b) The ownership, repair, maintenance and decoration of the **Premises**;
c) Private work undertaken by any **Employee** for the **Insured** or, with the **Insured's** consent, for any director of the **Insured** or partner of the **Insured** or other **Employee**; and
d) The provision and management of canteen, sports, social and welfare organisations, for the benefit of **Employees** and fire, security, first aid, medical and ambulance services.

Company
QBE UK Limited

QBE UK Limited is registered in England number 01761561, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority; registration number 202842).

Damage
Accidental physical loss, physical destruction or physical damage.

Employee
Any person while working for the **Insured** in connection with the **Business** who is:
a) under a contract of service or apprenticeship with the **Insured**;
b) under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by the **Insured**;
c) a labour master or a person supplied by a labour master;
d) engaged by a labour only sub-contractor;
e) a self-employed person performing work under a similar degree of control and direction by the **Insured** as a person under a contract of service or apprenticeship with the **Insured**;
f) a driver or operator of hired-in plant;
g) a trainee or person undergoing work experience;
h) a voluntary helper;
i) a person working under the Rehabilitation of Offenders Act 1974, the Community Offenders (Scotland) Act 1978, the Rehabilitation of Offenders (Northern Ireland) Order 1978 or similar legislation; or
j) an outworker or home worker, employed under a contract to execute personally any work in connection with the **Business.**

Insured
The person, persons, Limited Liability Partnerships, Limited Company or Public Limited Company named in the **Schedule** and, in respect of the Employers' Liability Section, the Policyholder stated upon the Certificate of Employers' Liability Insurance.

Period of Insurance
a) The period beginning with the Effective Date and ending with the Expiry Date (both stated in the New Business **Schedule** or latest effective Renewal **Schedule** as applicable); and
b) any subsequent period,

for which the **Insured** shall pay and the **Company** shall agree to accept the **Insured's** premium.

Policy
This policy including the Sections and the **Schedule**, all of which should be read together as one contract.

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Premises
Premises at the address(es) stated in the **Schedule** occupied by the **Insured** for the purposes of the **Business**.

Schedule
The schedule applicable to this **Policy**.

GENERAL CONDITIONS

These Conditions apply to this **Policy**. The **Insured** must comply with these Conditions. Where additional Conditions apply to a specific Section of this **Policy**, they are stated under that Section.

1. **Fair Presentation of the Risk**
   a) The **Insured** has a duty to make to the **Company** a fair presentation of the risk before:
      i) the inception of this **Policy**;
      ii) an alteration made to this **Policy**, concerning changes in the risk which are relevant to the proposed alteration; and
      iii) the renewal of this **Policy**; and
   b) In the event of a breach of such duty, if the breach is:
      i) deliberate or reckless, the **Company** may:
         a) in relation to an alteration made to this **Policy**, (notwithstanding the references to notice period and the refunding of premiums in General Condition 4. b) by notice to the **Insured** in writing at the **Insured's** last known address treat this **Policy** as cancelled with effect from the time when the alteration was made and retain any premiums paid;
         b) in relation to the inception or renewal of this **Policy**, avoid this **Policy** and refuse all claims and retain any premiums paid;
      ii) neither deliberate nor reckless and the **Company** would not have:
         a) in relation to an alteration made to this **Policy**, agreed to the alteration on any terms, the **Company** may treat this **Policy** as if the alteration was never made, but in that event the **Company**:
            i) will return any extra premium paid; or
            ii) may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

            The **Company** will pay on such claim a percentage of what it would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
         b) entered into this **Policy** on any terms, the **Company** may avoid this **Policy** and refuse all claims but will return any premiums paid; or
      iii) neither deliberate nor reckless and the **Company**:
         a) would have entered into this **Policy** or agreed to the alteration made to this **Policy**, but on different terms (other than terms relating to the premium), this **Policy** or the alteration (as applicable) will be treated as if it had been entered into on those different terms if the **Company** so requires; and
         b) in respect of an alteration made to this **Policy**:
            i) would have agreed to the alteration, but would have charged an increased premium by more than the **Company** did or (in the case of an unchanged premium) would have increased the premium, the **Company** may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

            The **Company** will pay on such claim a percentage of what it would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item b) iii) a) above), based on the total premium actually charged compared to the premium that the **Company** would have charged;
            ii) (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and the **Company** would have increased the premium, would not have reduced the premium, or would have reduced it by less than it did, the **Company** may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

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The **Company** will pay on such claim a percentage of what it would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item b) iii) a) above), based on the total premium actually charged compared to the original premium if the **Company** would not have changed it, and otherwise the increased or (as the case may be) reduced total premium the **Company** would have charged.

c) would have entered into this **Policy** (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, the **Company** may reduce proportionately the amount to be paid on a claim.

The **Company** will pay on such claim a percentage of what it would otherwise have been liable to pay (making provision for any different terms referred to in item b) iii) a) above), based on the premium actually charged compared to the higher premium.

c) The **Company** shall be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by the **Company**), in relation to a breach of the duty to make to the **Company** a fair presentation of the risk.

2. Reasonable Precautions

It is a condition precedent to the liability of the **Company** that the **Insured** must:

a) take all reasonable precautions to prevent or minimise loss, destruction, damage, accident or injury;

b) maintain the **Premises**, machinery, equipment and furnishings in a good state of repair;

c) exercise care in the selection and supervision of **Employees**; and

d) comply with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons.

3. Change of Risk or Interest

a) It is a condition precedent to the liability of the **Company** that the **Insured** shall immediately notify the **Company** if any alteration be made either in the **Business** or at the **Premises** or in any property therein, or in any other circumstances whereby the risk is increased other than in accordance with:

i) General Condition 1,

at any time after the Effective Date (as stated in the **Schedule**) of the **Period of Insurance**.

b) This **Policy** shall cease to be in force if:

i) the **Insured's** interest in the **Business** ends, other than by death; or

ii) the **Business** is to be wound up or carried on by a liquidator or receiver or permanently discontinued,

at any time after the Effective Date (as stated in the **Schedule**) of the **Period of Insurance**, unless its continuance be agreed by the **Company**.

4. Cancellation

a) Cancellation Rights of the **Insured**

i) This **Policy** may be cancelled by the **Insured** within 14 days of receipt of this **Policy** (this is known as the "cooling off" period). If the **Insured** elects to cancel within this period they must return all policy documentation to their broker, intermediary or agent, who must return such documentation to the **Company** and the **Company** will refund the full amount of premium paid by the **Insured**. If a claim has been made or an incident notified to the **Company** that could give rise to a claim during the "cooling off" period, this **Policy** will be treated by the **Company** as in force and no refund of premium will be made.

ii) If the **Insured** elects to cancel this **Policy** after the "cooling off" period has expired but still during any **Period of Insurance**, they must give 14 days' notice in writing to their broker, intermediary or agent. The **Insured** will be entitled to a proportionate refund of premium based on the number of days remaining in the **Period of Insurance**, unless a claim has been made (or an incident notified to the **Company** that could give rise to a claim) during the **Period of Insurance** when no refund of premium for the **Period of Insurance** will be made.

b) Cancellation Rights of the **Company**

i) The **Company** may cancel this **Policy** (or any Section of it) at any time and in any **Period of Insurance** by giving a minimum of 14 days' notice in writing to the **Insured** at the **Insured's** last known address.

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ii) If the **Company** cancels this **Policy** then the **Insured** will be entitled to a proportionate refund of premium, based on the number of days remaining in the **Period of Insurance**, unless a claim has been made (or an incident notified to the **Company** that could give rise to a claim) during the **Period of Insurance** when no refund of premium will be made.

The total amount refunded to the **Insured** will be calculated by the **Company** in accordance with the process set out above. The calculation made by the **Company** will be final and binding.

5. **Choice of Law and Jurisdiction**

a) The law applying to this **Policy** will be English law unless the **Insured** and the **Company** expressly agree that a different governing law will apply.

b) Except as set out in the Arbitration clause in the Claims Conditions Section of this **Policy**, any dispute or legal proceedings between the **Insured** and the **Company** in connection with the **Policy** will be subject to the exclusive jurisdiction of the courts of England and Wales.

The **Company** has supplied this **Policy** and other information to the **Insured** in English and the **Company** will continue to communicate with the **Insured** in English.

6. **Contracts (Rights of Third Parties) Act 1999**

A person or company who is not a party to this **Policy** has no right under the Contracts (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.

7. **Sanctions, Prohibitions or Restrictions**

The **Company** will not provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Company**, the **Company's** reinsurer or any member of the Company's group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

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CLAIMS CONDITIONS

These Conditions apply to this **Policy**. The **Insured** must comply with these Conditions. Where additional Conditions apply to a specific Section of this **Policy**, they are stated under that Section.

1. **Conditions Precedent**
   Every condition precedent to which this **Policy** or any Section or item thereof is, or may be, made subject shall, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this **Policy**.

2. **Action by the Insured**
   It is a condition precedent to the liability of the **Company** that the **Insured** shall:
   a) immediately notify the **Company** on the happening of any incident which could result in a claim under this **Policy** and immediately send to the **Company** every relevant document relating to any impending prosecution, inquest or fatal accident enquiry or civil proceedings;
   b) immediately notify the **Company** of, and deliver to the **Company** at the **Insured's** own expense, a claim with such detailed particulars and proofs as may reasonably be required by the **Company** and (if demanded by the **Company**) a statutory declaration of the truth of the claim and any matters connected therewith, within 30 days of the event giving rise to the claim, or such further time as the **Company** may allow; and the **Insured** shall immediately forward any claim by a third party or notice of any proceedings or any other correspondence and information received by the **Insured** relating to such claim on receipt;
   c) make no admission of liability or offer, promise or payment or provide any services on behalf of the **Company** without the written consent of the **Company**;
   d) take all reasonable action to prevent further damage or other loss covered by this **Policy**; and
   e) fully co-operate and produce to the **Company** such books of account or other business books or documents or such other proofs, as may reasonably be required by the **Company** for investigating or verifying the claim.

3. **The Rights of the Company**
   The **Company** shall be entitled:
   a) on the happening of any loss, destruction or damage, in respect of which a claim is made under this **Policy**, and without thereby incurring any liability or diminishing any of the **Company's** rights under this **Policy**, to enter, take or keep possession of the **Premises** where such loss, destruction or damage has occurred and to take possession of, or require to be delivered to the **Company** any property insured by this **Policy** and deal with such property for all reasonable purposes and in a reasonable manner;
   b) at its discretion to take over and conduct in the name of the **Insured**, or any other person, the defence or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other persons in respect of any risk insured by this **Policy**, and the **Insured** shall give all information and assistance required by the **Company**;
   c) to any property for the loss of which a claim is paid under this **Policy** and the **Insured** shall execute all such assignments and assurances of such property as may be reasonably required, but the **Insured** shall not be entitled to abandon any property to the **Company**; and
   d) in the event of any **Occurrence** (as defined in the Employers' Liability Section, the Public Liability Section and the Products Liability Section, of this **Policy** respectively) resulting in any claim(s) under the Employers' Liability Section, the Public Liability Section and/or the Products Liability Section, of this **Policy** respectively, to pay to the **Insured** the amount of the **Indemnity Limit** (as defined in the Employers' Liability Section, the Public Liability Section and the Products Liability Section, of this **Policy** respectively) for such **Occurrence** (less any sums already paid as damages in respect of such **Occurrence** and, in respect of the Employers' Liability Section of this **Policy**, less costs and expenses, incurred before the date of payment) or any lesser amount for which the claim(s) can be settled. After such payment the **Company** shall have no further responsibility in connection with such claim(s), except in respect of the Public Liability Section and the Products Liability Section, of this **Policy**, for costs and expenses, incurred before the date of payment.

4. **Fraudulent Claims**
   In the event of any claim under the **Policy** being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by the **Insured** or anyone acting on the **Insured's** behalf to obtain benefit under this **Policy**, the **Company**:
   a) shall not be liable to pay the claim;
   b) may recover from the **Insured** any sums paid by the **Company** to the **Insured** in respect of the claim; and
   c) may (notwithstanding the references to notice period and the refunding of premiums in General Condition 4. b)) by notice to the **Insured** in writing at the **Insured's** last known address treat this **Policy** as having been cancelled with effect from the time of the fraudulent act and may:

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i) refuse all liability to the **Insured** under this **Policy** in respect of any event that gives rise to the liability of the **Company** occurring after the time of the fraudulent act; and

ii) retain any premiums paid under this **Policy**.

5. **Subrogation**

The **Company** shall be subrogated to the rights of recovery of the **Insured** against any third party. Accordingly, it is a condition precedent to the liability of the **Company** that any claimant under this **Policy** shall, at the request and expense of the **Company**, take and permit to be taken all necessary steps for the **Company** to enforce any rights against any other party in the name of the **Insured** before or after any payment is made by the **Company**.

6. **Other Insurances**

Unless otherwise stated in this **Policy** if at the time of any **Occurrence** (as defined in the Employers' Liability Section, the Public Liability Section and the Products Liability Section, of this **Policy** respectively), incident, loss, destruction or damage, which gives rise to a claim, there is any other insurance effected by or on behalf of the **Insured** applicable to such **Occurrence**, incident, loss, destruction or damage, the liability of the **Company** shall be limited to its rateable proportion thereof.

7. **Arbitration**

If any differences arise as to the amount to be paid under this **Policy** (liability being otherwise admitted) such difference will be referred to an arbitrator in England who will decide the matter in dispute according to English law and will be appointed by the parties in accordance with the relevant English statutory provisions for the time being in force. Where any such difference is to be referred to arbitration under this Claims Condition, the making of an award will be a condition precedent to any right of action against the **Company**.

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GENERAL EXCLUSIONS

These General Exclusions set out what is not covered under this **Policy**. Where additional exclusions apply to a specific Section of this **Policy**, they are set out in that Section.

THIS POLICY DOES NOT COVER

1. **War, Government Action and Terrorism**

   a) loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from:

      i) War, Government Action, Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism); or

      ii) civil commotion in Northern Ireland;

   b) legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from:

      i) War, Government Action, Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism); or

      ii) civil commotion in Northern Ireland,

   except to the extent stated in the Liability Provisions relating to this General Exclusion set out below.

   For the purpose of this General Exclusion and its Liability Provisions:

   - "War" shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, or military or usurped power.
   - "Government Action" shall mean martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to War.
   - "Terrorism" shall mean any act or acts of any person or persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence and/or the threat thereof, of His Majesty's government in the United Kingdom or any other government de jure or de facto.

   In any action, suit or other proceedings, where the **Company** alleges that, by reason of this General Exclusion as far as it relates to Terrorism, any loss, destruction or damage or resulting loss or expense or other costs either directly or indirectly caused by or contributed to by or arising from such event is not covered by this insurance, the burden of proving that such loss, destruction, damage, expense or costs is covered shall be upon the **Insured**.

   Liability Provisions

   Subject otherwise to the terms, definitions, conditions, clauses and exclusions, of this **Policy**, the **Company** will indemnify the **Insured** under the Employers' Liability Section, the Public Liability Section and the Products Liability Section, of this **Policy**, in respect of legal liability arising from Terrorism (or any action taken in controlling, preventing or suppressing Terrorism) provided that under:

   1. the Employers' Liability Section of this **Policy**, notwithstanding the **Indemnity Limit** (as defined in the Employers' Liability Section of this **Policy**) stated in the **Schedule**, the **Company's** liability (inclusive of interest thereon and all costs and expenses) payable in respect of any one **Occurrence** (as defined in the Employers' Liability Section of this **Policy**) or in the aggregate in respect of a series of such **Occurrences** arising out of any one original cause, shall not exceed £5,000,000;
   2. the Public Liability Section of this **Policy**, notwithstanding the **Indemnity Limit** (as defined in the Public Liability Section of this **Policy**) stated in the **Schedule**, the **Company's** liability for all damages (including interest thereon) payable in respect of any one **Occurrence** (as defined in the Public Liability Section of this **Policy**) or in the aggregate in respect of a series of such **Occurrences** arising out of any one original cause, shall not exceed £5,000,000 or the amount of the **Indemnity Limit** stated in the **Schedule** in the Public Liability Section of this **Policy**, whichever is the lower;
   3. the Products Liability Section of this **Policy**, notwithstanding the **Indemnity Limit** (as defined in the Products Liability Section of this **Policy**) stated in the **Schedule**, the **Company's** liability for all damages (including interest thereon) payable in respect of all **Occurrences** (as defined in the Products Liability Section of this **Policy**) in the aggregate during any one **Period of Insurance**, shall not exceed £5,000,000 or the amount of the **Indemnity Limit** stated in the **Schedule** in the Products Liability Section of this **Policy**, whichever is the lower; and

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4. the Public Liability Section and the Products Liability Section, of this **Policy**, notwithstanding items 2. and 3. above and the **Indemnity Limit** (as defined in the Public Liability Section and the Products Liability Section, of this **Policy**) stated in the **Schedule**, the **Company's** liability for all damages (including interest thereon and all costs and expenses) payable in respect of all **Occurrences** in the aggregate (as defined in the Public Liability Section or the Products Liability Section, of this **Policy**, as relevant) arising out of **Pollution or Contamination** (as defined in the Public Liability Section or the Products Liability Section, of this **Policy**, as relevant), consequent upon Terrorism and which are deemed to have **Occurred** during any one **Period of Insurance**, shall not exceed £5,000,000 in the aggregate under each Section or the amount of the **Indemnity Limit** in the aggregate stated in the **Schedule** in the Public Liability Section and/or the Products Liability Section, of this **Policy**, whichever is the lower.

2. **Sonic Bangs**

loss, destruction or damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

3. **Radioactive Contamination**

loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs either directly or indirectly caused by such loss, destruction or damage, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or

b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

c) any weapon or device employing nuclear fission or fusion or other similar reaction or radioactive force or matter, or any combination of these; and

d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

As far as this General Exclusion concerns **Bodily Injury** (as defined in the relevant Sections of this **Policy**) caused to any **Employee**, if such **Bodily Injury** arises out of and in the course of employment or engagement of such person by the **Insured**, this General Exclusion shall apply only in respect of:

i) the legal liability of any principal; or

ii) legal liability assumed by the **Insured** under agreement and which would not have attached in the absence of such agreement.

4. **Date Recognition**

any claim which arises directly or indirectly from or consists of the failure or inability of any:

a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device; or

b) media or systems used in connection with anything referred to in a) above,

whether the property of the **Insured** or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of:

i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time; or

ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in a) and b) above.

This exclusion will not apply to the Employers' Liability Section of this **Policy**.

5. **Marine Policies**

loss, destruction or damage to property which, at the time of the happening of the loss, destruction or damage, is insured by or would, but for the existence of this **Policy**, be insured by any marine policy or policies, except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this **Policy** not been effected.

6. **Cyber Risks**

a) Cyber Loss including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Loss; and

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b) **Damage**, loss, interruption or interference, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, or arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto, and subject to the provisions below.

For the purposes of this General Exclusion, the following meanings apply:

- "Computer System" shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party at the **Premises** or elsewhere.
- "Cyber Act" shall mean an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- "Cyber Incident" shall mean:
  a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- "Cyber Loss" shall mean any loss, **Damage**, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of or in connection with:
  a) any Cyber Incident; or
  b) any Cyber Act.
- "Data" shall mean information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

7. **Data Protection Liabilities**

breach or alleged breach of the Data Protection Law other than as provided in the data protection cover or Extensions in the Public Liability Section and the Product Liability Section of this **Policy**.

For the purposes of this General Exclusion, the following meanings apply:

- "Data Protection Law" shall mean all applicable data protection and privacy legislation, regulations and guidance in any country, province, state, territory or jurisdiction which govern the use, confidentiality, security and protection of Personally Identifiable Information and any guidance or codes of practice issued by any applicable data protection regulator or governmental entity from time to time including Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and Data Protection Act 2018, the GDPR as it forms part of the laws of the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018, all legislation enacted in the UK in respect of the protection of personal data, and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and any guidance or codes of practice issued by any Data Protection Regulator from time to time (all as amended, updated or reenacted from time to time)
- "Data Protection Regulator" shall mean the Information Commissioner's Office, the Article 29 Working Party and the European Data Protection Board and any other supervisory authority with jurisdiction over the **Insured**, and in each case any successor body from time to time.
- "Personally Identifiable Information" shall mean any information from which an individual may be uniquely and reliably, either directly or indirectly, identified or contacted and to the extent more broadly defined, has the meaning given to 'Personal Data' under Data Protection Law.

8. **Fees for Intervention**

the recovery or attempted recovery of costs by the Health and Safety Executive under the Health and Safety and Nuclear (Fees) Regulations 2022 relating to 'fees for intervention'.

9. **Fines and Penalties**

liability for payment of any fines or penalties imposed or ordered to be paid, or any contractual penalties claimed as damages for breach of contract for late or non-completion of orders and any civil or criminal penalties of whatsoever nature, including loss, interruption or interference caused by non-payment of such liabilities, except as otherwise specifically provided by this **Policy**.

10. **War, Cyber War and Cyber Operation**

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a) save where otherwise specifically provided, this **Policy** does not cover any loss, **Damage**, liability, cost or expense of any kind (together 'loss') resulting:

i) directly or indirectly from war;

ii) from a Cyber Operation that is carried out in the course of war; or

iii) from a Cyber Operation that causes a State to become an Impacted State.

Provided, however, paragraph iii) shall not apply to the direct or indirect effect of a Cyber Operation on a Computer System used by the **Insured** or its third party service providers that is not physically located in an Impacted State but is affected by a Cyber Operation.

b) In determining attribution of a Cyber Operation, the **Insured** and **Company** shall have regard to whether the government of the Impacted State formally or officially attributes the Cyber Operation to another State or those acting at its direction or under its control.

In the absence of attribution by the Impacted State, the **Company** may rely upon a reasonable inference as to attribution of the Cyber Operation to another State or those acting at its direction or under its control having regard to such evidence as is available to the **Company**.

In the event that the government of the Impacted State either takes an unreasonable length of time to, or does not, or is unable to attribute the Cyber Operation to another sovereign state or those acting at its direction or under its control, it shall be for the **Company** to prove attribution by reference to such other evidence as is available.

For the purposes of this General Exclusion, the following meanings apply:

- "Computer System" shall mean any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, or wearable device), server, cloud infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
- "Cyber Operation" shall mean the use of a computer system by, at the direction, or under the control of a State to disrupt, deny, degrade, manipulate or destroy information in a computer system of or in another State.
- "Essential Service" shall mean a service that is essential for the maintenance of vital functions of a State including but not limited to financial institutions and associated financial market infrastructure, health services or utility services.
- "Impacted State" shall mean a State where a Cyber Operation has had a major detrimental impact on:
  a) the functioning of that State due to disruption to the availability, integrity or delivery of an Essential Service in that State; and/or
  b) the security or defence of that State.
- "State" shall mean a sovereign state.
- "War" shall mean the use of physical force by a State against another State, or as part of a civil war, rebellion, revolution, insurrection, or military or usurped power, whether war be declared or not.

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PUBLIC LIABILITY

The **Company** will, subject to the **Indemnity Limit**, indemnify the **Insured** under this Section against:

1. a) all sums which the **Insured** shall become legally liable to pay as damages (including interest thereon); and
   b) claimants' costs and expenses, if the **Insured** is ordered to pay them or paid with the **Company's** written consent,
   in respect of the **Occurrences**;
2. all costs and expenses, incurred by the **Insured** with the **Company's** written consent in defending any claim under this Section; and
3. the solicitor's fees incurred with the **Company's** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any **Occurrence** which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

DEFINITIONS

The definitions which apply to this Section are in addition to the General Definitions.

Asbestos
Asbestos, asbestos fibres or any derivatives of asbestos.

Craft
Any vessel or craft or thing, made or intended to float on or in or travel through water, air or space.

Indemnity Limit
The **Company's** liability under this Section for all damages (including interest thereon) payable in respect of any one **Occurrence** or in the aggregate in respect of a series of **Occurrences** arising out of any one original cause, shall not exceed the Indemnity Limit stated in the **Schedule**.

Occurrences
1. accidental **Bodily Injury** to any person;
2. **Damage** to **Property**;
3. accidental obstruction, trespass, nuisance or interference with any easement of air, light, water or way; or
4. wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy,

occurring anywhere within the **Territorial Limits** during the **Period of Insurance** and happening in connection with the **Business**.

Pollution or Contamination
a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
b) all **Damage** or **Bodily Injury**, directly or indirectly caused by such pollution or contamination.

Products Supplied
Any goods (including their containers, packaging, labelling and instructions for use) manufactured, sold, supplied, hired out, repaired, renovated, serviced, altered, erected, installed or treated, by or on behalf of the **Insured**, in connection with the **Business** and no longer in the charge or control of the **Insured**.

Property
Physical property.

Territorial Limits
The United Kingdom, the Channel Islands and the Isle of Man.

EXTENSIONS

The insurance provided by this Section is extended to include the following:

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A) **Court Attendance Costs**

In the event of any of the undernoted persons attending court as a witness at the request of the **Company** in connection with a claim in respect of which the **Insured** is entitled to indemnity under this Section, the **Company** will pay compensation to the **Insured** at the following rates per day for each day on which attendance is required:

a)	any director of the **Insured** or partner of the **Insured**	£500
b)	any **Employee**	£250

B) **Health and Safety at Work etc. Act 1974**

The **Company** will indemnify the **Insured** and, at the **Insured's** request, any director of the **Insured** or partner of the **Insured** or any **Employee**, against legal costs and expenses, incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

The **Company** will also pay prosecution costs for which the **Insured** is legally liable and any other costs in appealing against any judgment given.

Provided that this indemnity shall not apply:

i) to the payment of any costs or expenses incurred without the **Company's** written consent; or

ii) to the payment of fines or penalties.

C) **Cross Liabilities**

Where the **Insured** comprises more than one party, the **Company** will treat each party as the **Insured** as if a separate **Policy** had been issued to each provided that nothing in this Extension will increase the liability of the **Company** beyond the amount for which the **Company** would have been liable had this Extension not applied.

D) **Indemnity to Principals**

The **Company** will, at the request of the **Insured**, indemnify any principal to the extent required by a contract or agreement between the **Insured** and the principal, in respect of legal liability arising from the performance of work by the **Insured** for such principal.

Provided that:

a) the **Company** shall retain sole conduct and control of any claim; and

b) the principal shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this **Policy**, in so far as they can apply.

E) **Indemnity to Others**

The **Insured** shall also include:

a) personal representatives of the **Insured** in the event of the death of the **Insured**, but only in respect of legal liability incurred by the **Insured**; and

b) if the **Insured** so requests:

   i) any director of the **Insured** or partner of the **Insured** or **Employee**, while acting in connection with the **Business**, provided that the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured**; and

   ii) any officer or member, of the **Insured's** canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such.

Provided that such persons shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this **Policy**, in so far as they can apply.

F) **Leased or Rented Premises**

Exclusion 5. of this Section shall not apply to legal liability for **Damage** to any premises (including their fixtures and fittings) leased, rented or hired, to the **Insured**.

Provided that the indemnity provided by this Section shall not apply to **Damage** by any cause against which the lease or tenancy agreement stipulates that insurance shall be effected by the lessee or tenant.

G) **Defective Premises Act 1972**

The indemnity provided by this Section is extended to indemnify the **Insured** under this Section in respect of legal liability incurred by the **Insured** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in connection with any business premises or land, disposed of by the **Insured**.

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Provided that this Extension shall not apply to:

a) the cost of rectifying any damage or defect, in the premises or land disposed of; or

b) legal liability for which the **Insured** is entitled to indemnity under any other policy.

H) **Overseas Personal Liability**

The indemnity provided by this Section is extended to indemnify the **Insured** and, at the **Insured's** request, any director of the **Insured** or partner of the **Insured** or any **Employee**, or any family member accompanying them, while temporarily outside the **Territorial Limits** in connection with the **Business** against legal liability as provided by this Section incurred in a personal capacity.

Provided that this indemnity shall not apply:

a) to legal liability arising out of the ownership or tenure of any land or building; or

b) where indemnity is provided by any other insurance.

I) **Claims under Data Protection Legislation**

The **Company** will indemnify the **Insured** against any compensation claim in respect of material or non-material damage resulting from any breach or alleged breach of data protection legislation during the **Period of Insurance** and happens in connection with the **Business**, provided that the **Insured**:

a) has complied in all respects with the **Insured's** obligations under the Data Protection (Charges and Information) Regulations 2018;

b) is not in business as a computer bureau; and

c) was acting as a sole and independent controller in respect of the matter giving rise to the compensation claim.

The **Company's** liability under this Extension (including all compensation, costs and expenses) shall be limited to a maximum amount of £500,000 in the aggregate and in any one **Period of Insurance**.

Provided that this indemnity shall not apply to:

i) any deliberate act or omission, of any party entitled to indemnity under the **Policy**, the effect of which would knowingly or foreseeably result in liability under the Data Protection Act 2018 or the GDPR;

ii) any material or non-material damage caused by any act of fraud or dishonesty;

iii) an unauthorised, malicious or criminal act, or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, or access to, processing of, use of or operation of any computer system or data;

iv) liability for claims or proceedings brought against the **Insured** outside the United Kingdom;

v) distress or loss of control over personal data unless also involving **Bodily Injury**;

vi) the costs and expenses of replacing, reinstating, rectifying, rewriting or erasing any data (including personal data);

vii) the cost of investigating or reporting a data breach to an authority or to data subjects;

viii) liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person;

ix) the payment by the **Insured** of any regulatory fines or penalties;

x) any material or non-material damage caused by:

  a) any deliberate, reckless or negligent act of any **Employee**;

  b) any failure by an **Employee** to act in accordance with the **Insured's** internal policies, procedures and guidelines;

xi) a breach notified to a previous insurer or which is known to the **Insured** at the commencement of the **Period of Insurance**; or

xii) any compensation claim where indemnity is provided by any other insurance.

For the purposes of this Extension:

i) "GDPR" means:
  - The retained European Union law version of the General Data Protection Regulation (EU) 2016/679.

ii) "compensation claim" means:
Any sums which the **Insured** becomes legally liable to pay as compensation to any data subject under and in accordance with Article 82 of the United Kingdom GDPR, or any equivalent legislation in the Channel Islands or the Isle of Man, or any similar or successor legislation, including the Data Protection Act 2018 (as may be amended from time to time).

iii) "controller" shall have the meaning given to it in Article 4 (7) of the United Kingdom GDPR.

iv) "material or non-material damage" shall be interpreted in accordance with Article 82 of the United Kingdom GDPR.

J) **Work Overseas**

The indemnity provided under this Section is extended to apply:

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a) within any member country of the European Union where any director of the **Insured** or partner of the **Insured** or **Employee** is temporarily engaged on the **Business** of the **Insured**; and

b) elsewhere in the world where any director of the **Insured** or partner of the **Insured** or **Employee** is temporarily engaged in non-manual work in connection with the **Business** of the **Insured**.

Provided that:

i) such person is ordinarily resident within the **Territorial Limits**; and

ii) this indemnity shall not apply to legal liability assumed under agreement which would not have attached in the absence of such agreement.

K) **Motor Contingent Liability**

Notwithstanding Exclusion 6. under this Section, the indemnity provided by this Section extends to indemnify the **Insured** against legal liability arising out of the use in the course of the **Business** of any motor vehicle which is not the property of, nor provided by, the **Insured**.

Provided that this indemnity shall not apply:

a) for loss, destruction or damage, to such vehicle or any property contained therein;

b) whilst such vehicle is being driven by the **Insured**;

c) whilst such vehicle is being driven with the consent of the **Insured** by any person who does not hold a licence to drive such vehicle;

d) for legal liability for which the **Insured** is entitled to indemnity under any other insurance; or

e) for legal liability arising outside the **Territorial Limits**.

L) **Corporate Manslaughter and Corporate Homicide Act 2007**

The **Company** will indemnify the **Insured** against legal costs and expenses, incurred with the **Company's** prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man, committed or alleged to be committed in the course of the **Business** during the **Period of Insurance**.

Provided that:

a) the **Company's** liability under this Extension shall be limited to a maximum amount of £1,000,000 in the aggregate and in any one **Period of Insurance**;

b) this Extension shall only apply to proceedings brought in the United Kingdom, the Channel Islands or the Isle of Man;

c) the appointment of any solicitor or counsel, acting on behalf of the **Insured**, is subject to the **Company's** written consent;

d) the **Insured** shall immediately notify the **Company** of receipt of any summons or other process, served upon the **Insured**, which may give rise to proceedings arising from the cover under this Extension; and

e) before the **Company** consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by the **Company** shall be supplied by the **Insured**.

It is understood that the **Company** will have no liability under this Extension:

i) if the **Insured** have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;

ii) for any fines or penalties, of any kind; or

iii) where the **Insured** can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide, from any other source or insurance or where but for the existence of this Extension the **Insured** would have obtained indemnity from any other source or insurance.

CONDITIONS

The following Conditions apply to this Section.

1. **Costs Inclusive in USA and Canada**

Where indemnity is provided under this Section for liability in respect of **Occurrences** in the United States of America or Canada or their dependencies or trust territories, the **Indemnity Limit** stated in the **Schedule** shall be the maximum amount payable by the **Company** under this Section inclusive of all costs and expenses.

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2. **Use of Heat**

It is a condition precedent to the liability of the **Company** that the undernoted precautions must be complied with whenever the following equipment is used anywhere other than at the **Premises**.

a) Blow Lamps or Blow Torches

i) A thorough examination is made in and about the area in which the work is to be undertaken prior to the commencement of the work.

ii) The area in which the blow lamps or blow torches is to be used is cleared of loose combustible material. If the combustible material is not capable of being moved, it must be adequately protected against the risk of fire.

iii) Lighted blow lamps or blow torches are continuously attended and extinguished immediately after use.

iv) Blow lamps and blow torches are filled only in the open.

v) A fire extinguisher, as deemed necessary in accordance with the **Insured's** fire risk assessment or, where such assessment is not required by legislation, a suitable fire extinguisher appropriate for the work being undertaken, is kept available for immediate use within close proximity of the area in which the equipment is to be used.

vi) A thorough examination is made in and about the area in which the work using the equipment has been undertaken, for 60 minutes immediately after each period of work and again for 60 minutes after any termination or cessation of such work.

b) Welding or Flame Cutting Equipment

i) A thorough examination is made in and about the area in which the work is to be undertaken prior to the commencement of the work.

ii) The area in which the welding or flame cutting equipment is to be used is cleared of loose combustible material. If the combustible material is not capable of being moved, it must be adequately protected against the risk of fire.

iii) Other combustible material, including floors in the area in which the welding or flame cutting equipment is to be used, is covered with overlapping sheets of incombustible material.

iv) Lighted welding or flame cutting equipment is continuously attended and extinguished immediately after use.

v) Before applying heat to metal work built into or projecting through walls, partitions, ceilings or floors, examination is made to ensure that the other side of the metal work is not in hazardous proximity to combustible material which may be ignited by direct or conducted heat.

vi) A fire extinguisher, as deemed necessary in accordance with the **Insured's** fire risk assessment or, where such assessment is not required by legislation, a suitable fire extinguisher appropriate for the work being undertaken, is kept available for immediate use within close proximity of the area in which the equipment is to be used.

vii) A thorough examination is made in and about the area in which the work using the welding or flame cutting equipment has been undertaken, including behind walls, partitions, ceilings or floors, for 60 minutes immediately after each period of work and again for 60 minutes after any termination or cessation of such work for the day.

c) Vessels for Heating of Bitumen or Bituminous Compounds

i) Vessels for heating of bitumen or bituminous compounds are continuously attended and used only in the open whilst heating is taking place.

ii) If used on a roof or within a building such vessels shall be placed on a flat surface of non-combustible material.

3. **Bona Fide Sub Contractors**

It is a condition precedent to the liability of the **Company** that all bona fide subcontractors engaged by the **Insured** have Public Liability insurance as defined in this **Policy** (or materially similar) in full force and effect throughout the period of their engagement in respect of their liability at law for:

a) **Bodily Injury**;
b) **Damage**; and
c) accidental obstruction, trespass, nuisance or interference with any easement of air, light, water or way,

consequent upon all activities carried out for the **Insured** and that such insurance:

i) has an Indemnity Limit of not less than that provided by the **Indemnity Limit** under this Section; and
ii) extends to indemnify the **Insured** as Principal.

4. **Contractual Liability**

In respect of liability assumed by the **Insured** by a contract or agreement entered into by the **Insured** and which would have attached in the absence of such contract or agreement, the indemnity provided by this Section shall only apply if the **Company** retains sole conduct and control of any claim.

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EXCESSES

This Section does not cover and the **Company** shall not be liable for the first amount of each and every claim under this Section, in respect of **Damage** to **Property** occurring elsewhere than at the **Premises**, resulting from the following causes:

A) **Damage** to **Property** other than as described in paragraphs B and C below;

B) **Damage** to **Property** arising out of the application of heat or the heating of bitumen or similar bituminous compounds; or

C) **Damage** to underground pipes or cables,

shown as Excesses A, B and C respectively in the **Schedule**.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

EXCLUSIONS

The **Company** shall not be liable under this Section in respect of:

1. the cost of replacing or making good faulty, defective or incorrect:
   a) workmanship; or
   b) **Products Supplied**;
2. legal liability arising from:
   a) advice, design, formula or specification, provided by or on behalf of the **Insured** for a fee or in circumstances where a fee would normally be charged; or
   b) any treatment used, practised or performed by the **Insured** or on the **Insured's** behalf, other than when performing first aid;
3. legal liability for **Bodily Injury** caused to any **Employee** arising out of and in the course of such person's employment or engagement, by the **Insured** in the **Business**;
4. a) **Bodily Injury** or **Damage** either expected or intended by the **Insured** or any other party insured by this Section
   b) damages (including interest thereon), claimant costs and expenses, all other costs and expenses or solicitors fees incurred in proceedings consequent upon any deliberate act or omission by the **Insured** or on behalf of the **Insured** or any other party insured by this Section if the result of such act or omission could reasonably have been expected to constitute an offence.

   However, this Exclusion does not apply to **Bodily Injury** caused by the use of reasonable force to protect persons or property.
5. legal liability for **Damage** to **Property** belonging to or in the charge of or under the control of the **Insured**, but this Exclusion shall not apply to property of directors of the **Insured**, partners of the **Insured**, **Employees** or visitors, or to any premises (including contents) which are temporarily occupied by the **Insured** for the purpose of work in connection with the **Business** (not being buildings which are owned by or leased, rented or hired to the **Insured**);
6. legal liability caused by or arising from the ownership, possession or use by or on behalf of the **Insured** of any:
   a) **Craft** other than hand propelled watercraft; or
   b) mechanically propelled vehicle (or trailer attached thereto) licensed for road use, other than legal liability caused by or arising from:
      i) the use of plant as a tool of trade on site or at the **Premises**;
      ii) the loading or unloading of such vehicle; or
      iii) the movement of any such vehicle not the property of the **Insured** which is interfering with the performance of the **Business**,

      but this proviso shall not apply if, in respect of such liability, compulsory insurance or security is required under any legislation governing the use of the vehicle;
7. legal liability arising out of **Products Supplied** other than:
   a) food or drink, sold or supplied for consumption by the **Insured's** directors, partners, **Employees** or visitors; or
   b) the disposal of furniture and office equipment, originally intended solely for use by the **Insured** in connection with the **Business** and which is no longer required for that purpose;
8. legal liability for financial loss. For the purposes of this exclusion "financial loss" means pecuniary loss which is not caused by **Bodily Injury** or **Damage**;
9. liquidated damages, fines or penalties;
10. punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;
11. legal liability in respect of **Pollution or Contamination**, other than that caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **Period of Insurance** provided that:

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a) all **Pollution or Contamination**, which arises out of any one original cause, shall be deemed to have occurred at the time such original cause takes place;

b) the liability of the **Company** under this Section for all damages (including interest thereon) payable in respect of all **Pollution or Contamination**, which is deemed to have occurred during the **Period of Insurance**, shall not exceed in the aggregate the **Indemnity Limit** stated in the **Schedule**; and

c) this Exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories;

12. legal liability in respect of **Pollution or Contamination**, occurring in the United States of America and/or Canada and/or their dependencies or trust territories;

13. legal liability arising in connection with any visits to or work on, any offshore rig or platform. A visit to or work on, any offshore rig or platform, shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from such offshore rig or platform;

14. a) exposure to;

b) inhalation of;

c) fears of the consequences of exposure to or inhalation of; or

d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of,

Asbestos including any product containing **Asbestos**;

15. **Bodily Injury** or **Damage** to **Property**, caused by or arising from non-negligent liability for which the **Insured** is required to effect insurance under the terms of Clause 6.5.1 or Clause 21.2.1, of the Joint Contracts Tribunal (JCT) Standard Form of Building Contract or any clause of similar intent in other forms of contract;

16. legal liability arising in connection with any work at a height greater than 10 metres or a depth greater than 3 metres; or

17. legal liability arising in connection with any work in or on railways, railway installations, ships, docks, harbours, quarries, mines, collieries, chemical or petro-chemical works, oil refineries, gas works, fuel storage facilities, power stations, nuclear plant, bridges, viaducts, tunnels, dams, chimney shafts, towers, steeples or airports.

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Calls may be monitored and recorded for quality assurance purposes.

PRODUCTS LIABILITY

The **Company** will, subject to the **Indemnity Limit**, indemnify the **Insured** under this Section against:

1. a) all sums which the **Insured** shall become legally liable to pay as damages (including interest thereon); and
   b) claimants' costs and expenses, if the **Insured** is ordered to pay them or paid with the **Company's** written consent,
   in respect of the **Occurrences**;
2. all costs and expenses, incurred by the **Insured** with the **Company's** written consent in defending any claim under this Section; and
3. the solicitor's fees incurred with the **Company's** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any **Occurrence** which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

DEFINITIONS

The definitions which apply to this Section are in addition to the General Definitions.

Asbestos
Asbestos, asbestos fibres or any derivatives of asbestos.

Indemnity Limit
The **Company's** liability under this Section for all damages (including interest thereon) payable in respect of all **Occurrences** in the aggregate during any one **Period of Insurance** shall not exceed the **Indemnity Limit** stated in the **Schedule**.

Occurrences
1. accidental **Bodily Injury** to any person; or
2. **Damage** to **Property**,

occurring anywhere in the world during the **Period of Insurance** and caused by any **Products Supplied** in or from the United Kingdom, the Channel Islands or the Isle of Man.

Pollution or Contamination
a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and

b) all **Damage** or **Bodily Injury**, directly or indirectly caused by such pollution or contamination.

Products Supplied
Any goods (including their containers, packaging, labelling and instructions for use) manufactured, sold, supplied, hired out, repaired, renovated, serviced, altered, erected, installed or treated, by or on behalf of the **Insured**, in connection with the **Business** and no longer in the charge or control of the **Insured**.

Property
Physical property.

EXTENSIONS

The insurance provided by this Section is extended to include the following:

A) **Court Attendance Costs**

In the event of any of the undernoted persons attending court as a witness at the request of the **Company** in connection with a claim in respect of which the **Insured** is entitled to indemnity under this Section, the **Company** will pay compensation to the **Insured** at the following rates per day for each day on which attendance is required:

a)	any director of the **Insured** or partner of the **Insured**	£500
b)	any **Employee**	£250

B) **Health and Safety at Work etc. Act 1974**

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The **Company** will indemnify the **Insured** and, at the **Insured's** request, any director of the **Insured** or partner of the **Insured** or any **Employee**, against legal costs and expenses, incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

The **Company** will also pay prosecution costs for which the **Insured** is legally liable and any other costs in appealing against any judgment given.

Provided that this indemnity shall not apply:

i) to the payment of any costs or expenses incurred without the **Company's** written consent; or

ii) to the payment of fines or penalties.

C) **Consumer Protection and Food Safety Acts**

The **Company** will indemnify the **Insured** and, at the **Insured's** request, any director of the **Insured** or partner of the **Insured** or **Employee**, against legal costs and expenses, incurred with the **Company's** written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings, brought for a breach of:

a) Part 2 of the Consumer Protection Act 1987; or

b) Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990,

committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

Provided that this indemnity shall not apply to:

i) the payment of fines or penalties;

ii) proceedings or appeals in respect of any deliberate act or omission by the **Insured** or any director of the **Insured** or partner of the **Insured** or **Employee**; or

iii) costs or expenses, insured by any other policy of insurance.

D) **Cross Liabilities**

Where the **Insured** comprises more than one party, the **Company** will treat each party as the **Insured** as if a separate **Policy** had been issued to each provided that nothing in this Extension will increase the liability of the **Company** beyond the amount for which the **Company** would have been liable had this Extension not applied.

E) **Indemnity to Others**

The **Insured** shall also include:

a) personal representatives of the **Insured** in the event of the death of the **Insured**, but only in respect of legal liability incurred by the **Insured**; and

b) if the **Insured** so requests:

   i) any director of the **Insured** or partner of the **Insured** or **Employee**, while acting in connection with the **Business**, provided that the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured**; and

   ii) any officer or member, of the **Insured's** canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such.

Provided that such persons shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this **Policy**, in so far as they can apply.

F) **Claims under Data Protection Legislation**

The **Company** will indemnify the **Insured** against any compensation claim in respect of material or non-material damage resulting from any breach or alleged breach of data protection legislation during the **Period of Insurance** and happens in connection with the **Business**, provided that the **Insured**:

a) has complied in all respects with the **Insured's** obligations under the Data Protection (Charges and Information) Regulations 2018;

b) is not in business as a computer bureau; and

c) was acting as a sole and independent controller in respect of the matter giving rise to the compensation claim.

The **Company's** liability under this Extension (including all compensation, costs and expenses) shall be limited to a maximum amount of £500,000 in the aggregate and in any one **Period of Insurance**.

Provided that this indemnity shall not apply to:

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i) any deliberate act or omission of any party entitled to indemnity under the **Policy**, the effect of which would knowingly or foreseeably result in liability under the Data Protection Act 2018 or the GDPR;

ii) any material or non-material damage caused by any act of fraud or dishonesty;

iii) an unauthorised, malicious or criminal act, or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, or access to, processing of, use of or operation of any computer system or data;

iv) liability for claims or proceedings brought against the **Insured** outside the United Kingdom;

v) distress or loss of control over personal data unless also involving **Bodily Injury**;

vi) the costs and expenses of replacing, reinstating, rectifying, rewriting or erasing any data (including personal data);

vii) the cost of investigating or reporting a data breach to an authority or to data subjects;

viii) liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person;

ix) the payment by the **Insured** of any regulatory fines or penalties;

x) any material or non-material damage caused by:

a) any deliberate, reckless or negligent act of any **Employee**; or

b) any failure by an **Employee** to act in accordance with the **Insured's** internal policies, procedures and guidelines;

xi) a breach notified to a previous insurer or which is known to the **Insured** at the commencement of the **Period of Insurance**; or

xii) any compensation claim where indemnity is provided by any other insurance.

For the purposes of this Extension:

i) "GDPR" means:
The retained European law version of the General Data Protection Regulation (EU) 2016/679.

ii) "compensation claim" means:
Any sums which the **Insured** becomes legally liable to pay as compensation to any data subject under and in accordance with Article 82 of the United Kingdom GDPR, or any equivalent legislation in the Channel Islands or the Isle of Man, or any similar or successor legislation, including the Data Protection Act 2018 (as may be amended from time to time).

iii) "controller" shall have the meaning given to it in Article 4 (7) of the United Kingdom GDPR.

iv) "material or non-material damage" shall be interpreted in accordance with Article 82 of the United Kingdom GDPR.

G) **Corporate Manslaughter and Corporate Homicide Act 2007**

The **Company** will indemnify the **Insured** against legal costs and expenses, incurred with the **Company's** prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man, committed or alleged to be committed in the course of the **Business** during the **Period of Insurance**.

Provided that:

a) the **Company's** liability under this Extension shall be limited to a maximum amount of £1,000,000 in the aggregate and in any one **Period of Insurance**;

b) this Extension shall only apply to proceedings brought in the United Kingdom, the Channel Islands or the Isle of Man;

c) the appointment of any solicitor or counsel, acting on behalf of the **Insured**, is subject to the **Company's** written consent;

d) the **Insured** shall immediately notify the **Company** of receipt of any summons or other process, served upon the **Insured**, which may give rise to proceedings arising from the cover under this Extension; and

e) before the **Company** consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by the **Company** shall be supplied by the **Insured**.

It is understood that the **Company** will have no liability under this Extension:

i) if the **Insured** have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;

ii) for any fines or penalties, of any kind; or

iii) where the **Insured** can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide, from any other source or insurance or where but for the existence of this Extension the **Insured** would have obtained indemnity from any other source or insurance.

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CONDITIONS

The following Condition applies to this Section.

Costs Inclusive in USA and Canada

Where indemnity is provided under this Section for liability in respect of **Occurrences** in the United States of America or Canada or their dependencies or trust territories, the **Indemnity Limit** stated in the **Schedule** shall be the maximum amount payable by the **Company** under this Section inclusive of all costs and expenses.

EXCLUSIONS

The **Company** shall not be liable under this Section in respect of:

1. **Damage** to or the cost of repair, alteration, replacement, removal or recall of any **Products Supplied**, which give rise to a claim hereunder or any refund for such **Products Supplied**;
2. legal liability arising from:
   a) advice, design, formula or specification, provided by or on behalf of the **Insured** for a fee or in circumstances where a fee would normally be charged; or
   b) any treatment used, practised or performed by the **Insured** or on the **Insured's** behalf, other than when performing first aid;
3. legal liability for **Bodily Injury** caused to any **Employee** arising out of and in the course of such person's employment or engagement, by the **Insured** in the **Business**;
4. legal liability caused by or arising from **Property** in the **Insured's** charge or control;
5. a) **Bodily Injury** or **Damage** either expected or intended by the **Insured** or any other party insured by this Section
   b) damages (including interest thereon), claimant costs and expenses, all other costs and expenses or solicitors fees incurred in proceedings consequent upon any deliberate act or omission by the **Insured** or on behalf of the **Insured** or any other party insured by this Section if the result of such act or omission could reasonably have been expected to constitute an offence.

   However, this exclusion does not apply to **Bodily Injury** caused by the use of reasonable force to protect persons or property.
6. **Products Supplied** which to the knowledge of the **Insured** are to be used as a critical part in connection with the flying or navigation of any aircraft, spacecraft, rocket, missile or satellite;
7. legal liability for financial loss). For the purposes of this exclusion "financial loss" means pecuniary loss which is not caused by **Bodily Injury** or **Damage**;
8. liquidated damages, fines or penalties;
9. punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;
10. legal liability in respect of **Pollution or Contamination**, other than that caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance** provided that:
    a) all **Pollution or Contamination**, which arises out of any one original cause, shall be deemed to have occurred at the time such original cause takes place; and
    b) this Exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories;
11. legal liability in respect of **Pollution or Contamination**, occurring in the United States of America and/or Canada and/or their dependencies or trust territories;
12. **Products Supplied** which, to the knowledge of the **Insured** are exported to the United States of America and/or Canada and/or their dependencies or trust territories, unless otherwise agreed by the **Company**;
13. a) exposure to;
    b) inhalation of;
    c) fears of the consequences of exposure to or inhalation of; or
    d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of,

    Asbestos including any product containing **Asbestos**; or
14. legal liability assumed by the **Insured** under contract or agreement (other than under any condition or warranty of goods, implied by law) unless such liability would have attached in the absence of such contract or agreement.
15. any claim, loss, liability, cost or expense directly or indirectly arising out of, caused by or contributed to, by, arising from or in connection with any **Product Supplied** which the **Insured** knows or reasonably ought to know are intended for incorporation into the structure, machinery, or controls of any:
    a) mechanically propelled vehicle; or

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b) craft designed to travel in, on or through water;

where such failure would influence the safe operation, control or navigation of such mechanically propelled vehicle or craft.

16. any claim, loss, liability, cost or expense directly or indirectly arising out of, caused by or contributed to by, arising from or in connection with any of the following **Products Supplied**:
    a) Counterfeit Goods;
    b) e-Cigarettes including replacement liquids, chargers, and accessories;
    c) Firearms and/or weapons including ammunition, replica guns and archery equipment;
    d) Parts for cycles, bicycles, electric bikes, motor vehicles including cars, vans, motorcycles and trucks including safety equipment associated with such items;
    e) Second-hand bicycles including electric bikes;
    f) Pharmaceutical products and cosmetic products including health food supplements such as vitamin tablets, slimming aids and protein powders;
    g) Second-hand Electrical goods;
    h) Mobile Phone repairs and unlocking;
    i) Zorbs, Hamster Balls or inflatable units that people enter and walk on land or water;
    j) Bouncy castles, children's rides, fairground rides, ride-on arcade machines;
    k) Chinese lanterns, fireworks or pyrotechnics in any form;
    l) Catering trailers and vans unless operating on a market on a licensed pitch, at fetes, concerts and food and drink festivals;
    m) Toys;
    n) Highchairs, child car seats, bouncers, swings and the like;
    o) Second-hand baby and toddler goods;
    p) Jewellery (other than costume jewellery up to a Single Article Limit of £1,000).

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EMPLOYERS' LIABILITY

The **Company** will, subject to the **Indemnity Limit**, indemnify the **Insured** under this Section against:

1. a) all sums which the **Insured** shall become legally liable to pay as damages (including interest thereon); and
   b) claimants' costs and expenses, if the **Insured** is ordered to pay them or paid with the **Company's** written consent,
   in respect of an **Occurrence**;
2. all costs and expenses, incurred by the **Insured** with the **Company's** written consent in defending any claim under this Section; and
3. the solicitor's fees incurred with the **Company's** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any **Occurrence** which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

DEFINITIONS

The definitions which apply to this Section are in addition to the General Definitions.

Indemnity Limit

The **Company's** liability (inclusive of interest thereon and all costs and expenses) under this Section payable in respect of any one **Occurrence** or in the aggregate in respect of a series of **Occurrences** arising out of any one original cause, shall not exceed the Indemnity Limit stated in the **Schedule**.

Occurrence

Bodily Injury caused to any **Employee** anywhere within the **Territorial Limits** during the **Period of Insurance** and arising out of and in the course of employment or engagement, of such person by the **Insured** in the **Business**.

Territorial Limits

The United Kingdom, the Channel Islands and the Isle of Man.

EXTENSIONS

The insurance provided by this Section is extended to include the following:

3. Court Attendance Costs

In the event of any of the undernoted persons attending court as a witness at the request of the **Company** in connection with a claim in respect of which the **Insured** is entitled to indemnity under this Section, the **Company** will pay compensation to the **Insured** at the following rates per day for each day on which attendance is required:

a)	any director of the **Insured** or partner of the **Insured**	£500
b)	any **Employee**	£250

4. Cross Liabilities

Where the **Insured** comprises more than one party, the **Company** will treat each party as the **Insured** as if a separate **Policy** had been issued to each provided that nothing in this Extension will increase the liability of the **Company** beyond the amount for which the **Company** would have been liable had this Extension not applied.

5. Health and Safety at Work etc. Act 1974

The **Company** will indemnify the **Insured** and, at the **Insured's** request, any director of the **Insured** or partner of the **Insured** or any **Employee**, against legal costs and expenses, incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

The **Company** will also pay prosecution costs for which the **Insured** is legally liable and any other costs in appealing against any judgment given.

Provided that this indemnity shall not apply:

i) to the payment of any costs or expenses incurred without the **Company's** written consent; or

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ii) to the payment of fines or penalties.

6. Indemnity to Principals

The **Company** will, at the request of the **Insured**, indemnify any principal to the extent required by a contract or agreement between the **Insured** and the principal, in respect of legal liability arising from the performance of work by the **Insured** for such principal.

Provided that:

a) the **Company** shall retain sole conduct and control of any claim; and

b) the principal shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this **Policy**, in so far as they can apply.

7. Indemnity to Others

The **Insured** shall also include:

a) personal representatives of the **Insured** in the event of the death of the **Insured**, but only in respect of legal liability incurred by the **Insured**; and

b) if the **Insured** so requests:

i) any director of the **Insured** or partner of the **Insured** or **Employee**, while acting in connection with the **Business**, provided that the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured**; and

ii) any officer or member, of the **Insured's** canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such.

Provided that such persons shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this **Policy**, in so far as they can apply.

8. Unsatisfied Court Judgments

In the event of a judgment for damages being obtained by any **Employee** or the personal representatives of any **Employee**, in respect of **Bodily Injury** caused to the **Employee** during any **Period of Insurance** and occurring in connection with the **Business** against any person or company, operating from premises within the **Territorial Limits** in any court situated in the **Territorial Limits** and remaining unsatisfied in whole or in part six months after the date of such judgment, the **Company** will, at the **Insured's** request, pay to the **Employee** or the personal representatives of the **Employee** the amount of such damages and any awarded costs, to the extent that they remain unsatisfied.

Provided that:

a) there is no appeal outstanding; and

b) if any payment is made under the terms of this Extension, the **Employee** or the personal representatives of the **Employee**, shall assign the judgment to the **Company**.

9. Work Overseas

The indemnity provided under this Section is extended to apply in respect of legal liability for **Bodily Injury** caused to an **Employee** whilst temporarily engaged in work outside the **Territorial Limits** in connection with the **Business** provided that such **Employee** is ordinarily resident within the **Territorial Limits**.

10. Corporate Manslaughter and Corporate Homicide Act 2007

The **Company** will indemnify the **Insured** against legal costs and expenses, incurred with the **Company's** prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man, committed or alleged to be committed in the course of the **Business** during the **Period of Insurance**.

Provided that:

a) the **Company's** liability under this Extension shall be limited to a maximum amount of £1,000,000 in the aggregate and in any one **Period of Insurance**;

b) this Extension shall only apply to proceedings brought in the United Kingdom, the Channel Islands or the Isle of Man;

c) the appointment of any solicitor or counsel, acting on behalf of the **Insured**, is subject to the **Company's** written consent;

d) the **Insured** shall immediately notify the **Company** of receipt of any summons or other process, served upon the **Insured**, which may give rise to proceedings arising from the cover under this Extension; and

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e) before the **Company** consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by the **Company** shall be supplied by the **Insured**.

It is understood that the **Company** will have no liability under this Extension:

i) if the **Insured** have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;

ii) for any fines or penalties, of any kind; or

iii) where the **Insured** can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide, from any other source or insurance or where but for the existence of this Extension the **Insured** would have obtained indemnity from any other source or insurance.

CONDITIONS

The following Conditions apply to this Section.

1. **Provisions of Law**
The indemnity provided by this Section shall be interpreted in accordance with the provisions of any law relating to compulsory insurance of legal liability to **Employees** within the **Territorial Limits** but the **Insured** shall repay to the **Company** all sums paid by the **Company** which the **Company** would not have been liable to pay but for the provisions of such law.

2. **Certificate of Employers Liability Insurance**
If this **Policy** or Section is cancelled, any Certificate of Employers Liability Insurance shall be similarly cancelled from the same date.

3. **Contractual Liability**
In respect of liability assumed by the **Insured** by a contract or agreement entered into by the **Insured** and which would have attached in the absence of such contract or agreement, the indemnity provided by this Section shall only apply if the **Company** retains sole conduct and control of any claim.

4. **Employers' Liability Tracing Office**
Certain information relating to **Your Policy** including, without limitation, the **Policy** number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by His Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant) will be provided to the Employers' Liability Tracing Office (the ELTO) and added to an electronic database (the Database).

   This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010.This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

   The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, **Business** in the UK and who are covered by the employers' liability insurance of their employers (the Claimants):

   1. to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
   2. to identify the relevant employers' liability insurance policies.

   The Database will be managed by the ELTO.

   The Database and the **Data** stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

   1. By entering into this insurance **Policy You** will be deemed to specifically consent to the use of **Your Policy Data** in this way and for these purposes.

EXCLUSIONS

The **Company** shall not be liable under this Section in respect of **Bodily Injury**:

1. caused to any **Employee** (other than the driver) being carried in or upon a motor vehicle or entering or getting onto or alighting from a motor vehicle, where such **Bodily Injury** is caused by or arises out of the use by the **Insured** of a motor vehicle on a road. For the

purpose of this Exclusion the expressions “motor vehicle”, “use” and “road”, shall have the same meanings as they are used in Section VI of the Road Traffic Act 1988;

2. arising in connection with any visits to or work on, any offshore rig or platform. A visit to or work on, any offshore rig or platform, shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from such offshore rig or platform;
3. arising in connection with any work at a height greater than 10 metres or a depth greater than 3 metres; or
4. arising in connection with any work in or on railways, railway installations, ships, docks, harbours, quarries, mines, collieries, chemical or petro-chemical works, oil refineries, gas works, fuel storage facilities, power stations, nuclear plant, bridges, viaducts, tunnels, dams, chimney shafts, towers, steeples or airports.

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Calls may be monitored and recorded for quality assurance purposes.

HOW THE COMPANY USES PERSONAL INFORMATION

Please ensure **You** have read **Our** Privacy Notice, which explains how **We** collect, store and handle personal data.

DEFINITIONS

For the purposes of this Section the following definitions apply and are in addition to the General Definitions.

We / Us / Our
QBE UK Limited.

You/Your/Yours
The **Business** as stated in the **Schedule.**

PRIVACY NOTICE

Any personal data provided to **Us** will be processed in compliance with all applicable laws and regulations and in accordance with the privacy notice which can be found using the following link: https://qbeeurope.com/privacy-policy.

If **You** would like further information about any of the matters in this notice or if have any other questions about how **We** collect, store or use **Your** personal information, **You** may contact **Our** data protection officer by emailing dpo@uk.qbe.com or writing to: The Data Protection Officer, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD.

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HOW SHAPE DIGITAL USE PERSONAL INFORMATION

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DEFINITIONS

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Data
Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever.

We / Us / Our
Shape Digital, 3rd Floor, 153 Fenchurch Street, London, EC3M 6BB.

You/Your/Yours
The **Business** as stated in the **Schedule.**

YOUR PRIVACY

Your privacy is important to **Us** and **We** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **We** use the information **We** collect about **You** and how **You** can exercise **Your** data protection rights. This Privacy Notice will help **You** understand the following:

Why do we collect and use your personal information?
As an insurer, **We** need **Your** personal information to understand the level of insurance cover **You** require. We'll use this information (e.g. **Your** name, address, telephone number and email address) to communicate with **You** and if **You** have agreed, to send **You** news and offers related to **Our** products and services.

We need to use **Your** information to create a quote for **You**, allowing **You** to buy insurance products from **Us.** When buying a product from **Us,** you'll also need to provide **Us** with details about the items **You** wish to be covered by the insurance (e.g. car make and model, **Your** home).

We may need to check information **You** have submitted with external companies/organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes **We** will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury).

Once **You** become a customer, we'll need to take **Your** payment details to set up **Your** cover. This could be direct debit, credit or debit card information. To service **Your Policy, We** might contact **You** via **Our** website, emails, telephone calls or post. When using these services **We** might record additional information, such as passwords, online identifiers and call recordings.

For some of **Our** products, **We** may collect information through smart sensors to assess **Your** insurance needs (e.g. a black box installed in **Your** vehicle when **You** buy a telematics driving product, which collects and uses geo-location and driving behaviour data).

If **You** need to claim against **Your** insurance **Policy, We** will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, **We** may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application to **Us, You** may provide **Us** with equivalent or substantially similar information relating to other proposed beneficiaries under the **Policy. You** agree that **You** will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require **Us** to meet certain conditions before **We** are allowed to use **Your** personal information in the manner described in this Privacy Notice. To use **Your** personal information, **We** will rely on one or more of the following grounds

- Performance of contract: **We** need to use **Your** personal information in order to provide **You** with the **Policy** (which is a contract of insurance between **You** and **Us**), and perform **Our** obligations under it (such as making payments to **You** in respect of a claim made under the **Policy**).

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- Consent: In certain circumstances, **We** may need **Your** consent unless authorised by law in order to use personal information about **You** which is classed as "special categories of personal data". For marketing, **You** will always be given a choice over the use of **Your** data.
- Necessity to establish, exercise or defend legal claim: If **You**, or **We,** bring a legal claim (e.g. a court action) against the other, **We** may use **Your** information in either establishing **Our** position, or defending ourselves in relation to that legal claim.
- Compliance with a legal obligation: Where laws or regulations may require **Us** to use **Your** personal information in certain ways.
- Legitimate Interests: **We** will also process **Your** personal information where this processing is in **Our** "legitimate interests". When relying on this condition, **We** are required to carry out a balancing test of **Our** interests in using **Your** personal information (for example, carrying out market research), against the interests **You** have as a citizen and the rights **You** have under data protection laws. The outcome of this balancing test will determine whether **We** can use **Your** personal information in the ways described in this Privacy Notice. **We** will always act reasonably and give full and proper consideration to **Your** interests in carrying out this balancing test.

Where else do we collect information about you?

Where possible, we'll collect **Your** personal information directly from **You**. However, on occasion **We** may receive details about **You** from other people or companies. For example, this might happen if:

- It was given to **Us** by someone who applied for an insurance product on **Your** behalf (e.g. an insurance broker, a family member) where **You** have given them the permission to do so; or
- It was supplied to **Us** when **You** purchased an insurance product or service that is provided by **Us** in partnership with other companies; or
- It was lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information **You** have provided to **Us.**

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If **You** would like some further information, please contact **Us.**

Will we share your personal information with anyone else?

We do not disclose **Your** information outside of **Us** except:

- Where **We** need to check the information **You** gave to **Us** before **We** can offer **You** an insurance product (e.g. reference agencies)
- Where **We** are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention)
- Where **We** provide insurance services in partnership with other companies (e.g. building societies, large retailers)
- In the event that **We** are bought or **We** sell any business or assets, in which case **We** will disclose **Your** personal information to the prospective buyer of such business or assets
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself
- Within **Our** group for administrative purposes
- As required in order to give effect to contractual arrangements **We** have in place with any insurance broker and/or intermediary through which **You** have arranged this **Policy**
- With healthcare providers in the context of any relevant claim being made against **Your Policy**
- If **We** appoint a third party to process and settle claims under the **Policy** on **Our** behalf, in which case **We** will make **Your** personal information available to them for the purposes of processing and settling such claims
- With **Our** third-party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With **Our** reinsurers (and brokers of reinsurers) in connection with the normal operation of **Our** business.

Sometimes **Your** personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. **We** will take all reasonable steps to ensure that **Your** personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain "transfer mechanisms" such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If **You** would like further information please contact **Us**

Which decisions made about you will be automated?

Before **We** can offer **You** an insurance product or service, **We** may need to conduct the following activities, which involve automated (computer based) decision-making:

- Pricing and Underwriting – this process calculates the insurance risks based on the information that **You** have supplied. This will be used to calculate the premium **You** will have to pay.
- Credit Referencing – using the information given, calculations are performed to evaluate **Your** credit rating. This rating will help **Us** to evaluate **Your** ability to pay for the quoted products and services.

- Smart Sensor Data Analytics – an insurance product that collects **Your** information using smart sensors (e.g. in car black box) to calculate **Your** insurance risk (e.g. driving score). This may then be used to determine **Your Policy** rewards (e.g. cash back for safe driving) and to calculate **Your Policy** renewal premium.
- Automated Claims **–** some small claims may qualify for automated processing, which will check the information **You** provide, resulting in a settlement or rejection of **Your** claim.

  The results of these automated decision-making processes may limit the products and services **We** can offer **You**. If **You** do not agree with the result, **You** have the right to request that **We** perform a manual reassessment using the same information that **You** originally provided. If **You** wish to do so please contact **Us.**

For how long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

- Where the personal information is used to provide **You** with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.
- Where the use of **Your** personal information for a specific purpose is based on **Your** consent, it will be kept for as long as **We** continue to have **Your** consent (e.g. **We** would stop contacting **You** for marketing purposes once **You** have asked **Us** to).
- Where, for a limited period of time, **We** are using some of **Your** information to improve the products or services **We** provide.
- For as long as **Your** information is required to allow **Us** to conduct fraud and/or criminal checks and investigations.

Will you be contacted for marketing purposes?

If **You** have agreed, **We** might contact **You** by post, email, phone and text message to let **You** know about offers and services **We** think **You'll** like. The messages may be personalised using information **You** have previously provided **Us.**

You can ask **Us** to stop contacting **You** for marketing purposes at any point.

We will only contact **You** for marketing purposes if **We** collected **Your** information directly, except when authorised and instructed by the third-party acting on **Your** behalf.

We may use the information which **We** collect about **You** to show **You** relevant advertising on third-party websites (e.g. Facebook, and Google). This could involve showing **You** an advertising message where through the use of cookies, **We** know **You** have browsed **Our** products and services. If **You** don't want to be shown targeted advertising messages from **Us, You** can change the advertising setting on some third-party sites and some browsers to block **Our** adverts.

Your information is incorrect what should you do?

If **You** hold a product or service with **Us** and think that the information **We** hold about **You** is incorrect or incomplete, please contact **Us** and **We** will be happy to update it for **You**.

What are your rights over the information that is held by us?

We understand that **Your** personal information is important to **You**, therefore **You** may request the following from **Us** to:

1. Provide **You** with details about the personal information **We** hold about **You**, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
2. Request **Your** personal information be deleted where **You** believe it is no longer required. Please note however, **We** may not be able to comply with this request in full where, for example, **You** are still insured with **Us** and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
3. Request the electronic version of the personal information **You** have supplied to **Us,** so it can be provided to another company. **We** would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
4. Request to restrict the use of **Your** information by **Us,** under the following circumstances [Request Ref: DSR 4]:
   a) If **You** believe that the information **We** hold about **You** is inaccurate, or;
   b) If **You** believe that **Our** processing activities are unlawful and **You** do not want **Your** information to be deleted.
   c) Where **We** no longer need to use **Your** information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
   d) Where **You** have made an objection to **Us** (in accordance with section 5 below), pending the outcome of any assessment **We** make regarding **Your** objection.
5. Object to the processing of **Your** data under the following circumstances [Request Ref: DSR 5]:
   a) Where **We** believe it is in the public interest to use **Your** information in a particular way, but **You** disagree.

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b) Where **We** have told **You** **We** are using **Your** data for **Our** legitimate business interests and **You** believe **We** shouldn't be (e.g. **You** were in the background of a promotional video but **You** did not agree to be in it.)

In each case under section 5 above, **We** will stop using **Your** information unless **We** can reasonably demonstrate legitimate grounds for continuing to use it in the manner **You** are objecting to.

If **You** would like to request any of the above, please contact **Us** and submit a written request, including the request reference (e.g. DSR 1), as this will speed up **Your** request. To ensure that **We** do not disclose **Your** personal information to someone who is not entitled to it, when **You** are making the request **We** may ask **You** to provide **Us** with:

- Your name
- Address(es)
- Date of birth
- Any **Policy** IDs or reference numbers that **You** have along with a copy of **Your** photo identification.

All requests are free of charge, although for requests for the provision of personal information **We** hold about **You** (DSR1) **We** reserve the right to charge a reasonable administrative fee where, **We** believe an excessive number of requests are being made. Wherever possible, **We** will respond within one month from receipt of the request, but if **We** don't, **We** will notify **You** of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean **We** will be able to fulfil it in full on every occasion – **We** are sometimes bound by law which can prevent **Us** fulfilling some requests in their entirety, but when this is the case **We** will explain this to you in **Our** response.

Our Privacy Notice

If **You** have any queries regarding **Our** Privacy Notice please contact **Us** and **We** will be happy to discuss any query with **You**. **Our** Privacy Notice will be updated from time to time so please check it each time **You** submit personal information to **Us** or renew **Your** insurance **Policy.**

How you can contact us about this Privacy Notice?

If **You** have any questions or comments about this Privacy Notice please contact:

Post	Data Protection Officer, 3rd Floor, 153 Fenchurch Street, London, EC3M 6BB
Email	hello@shapeuw-digital.com

How you can lodge a complaint?

If **You** wish to raise a complaint on how **We** have handled **Your** personal information, please send an email to complaints@shapeuw-digital.com or write to **Us** using the address above. **Our** Data Protection Officer will investigate **Your** complaint and will give **You** additional information about how it will be handled. **We** aim to respond in a reasonable time, normally 30 days.

If **You** are not satisfied with **Our** response or believe **We** are not processing **Your** personal information in compliance with UK Data Protection laws, **You** may lodge a complaint to the Information Commissioner's Office, whose contact details are:

Post	Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

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IMPORTANT INFORMATION

The Insured's right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent, who arranged the **Policy** within 14 days of receipt.

The **Company** will return any premium paid in accordance with General Condition 4. Cancellation.

Cancellation

If you wish to cancel the contract at any other time, please contact the broker, intermediary or agent, who arranged the **Policy**. Any return of premium will be made in accordance with General Condition 4. Cancellation.

How to make a claim

Please contact, in the first instance, the broker, intermediary or agent, who arranged the **Policy**. Please quote your **Policy** number.

How to complain

- Please quote **Your** policy number and claim reference (if applicable) in all correspondence so that **Your** concerns may be dealt with speedily.
- If **You** are unhappy with any element of the cover **We** provide or any aspect of **Our** service or have a cause for complaint, please, in the first instance, contact the insurance intermediary who arranged the **Policy** for **You**.
- If **You** are still unhappy after **Your** insurance intermediary has reviewed, then contact:

For complaints about a claim	Post: Customer Relations QBE European Operations, 30 Fenchurch Street, London EC3M 3BD Phone: 020 7105 5988 Email: CustomerRelations@uk.qbe.com Details of the complaint-handling procedures are available on request.
For complaints about all other matters	Post: Managing DirectorShape Digital, 3rd Floor 153 Fenchurch Street, London EC3M 6BB Email: complaints@shapeuw-digital.com Details of the complaint-handling procedures are available on request.

- **The UK Financial Ombudsman Service (UK FOS)**

  If **You** feel that **Your** complaint has not been satisfactorily resolved, **You** may be eligible to contact the UK FOS to review the complaint.

  Information about the eligibility criteria is available on the UK FOS website https://www.financial-ombudsman.org.uk/consumers/how-to-complain.

  Details of how to contact the UK FOS are provided below:

Post	Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR
Telephone	0800 023 4567
Email	complaint.info@financial-ombudsman.org.uk
Website	https://www.financial-ombudsman.org.uk/consumer/complaints

Financial Services Compensation Scheme

- **You** may be entitled to compensation from the FSCS if **We** are unable to meet **our** obligations under the **Policy**. Further information is available from www.fscs.org.uk, or **You** can write to the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

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