



**Policy: HU PIB 1768615 (1)**

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

**Professional indemnity Clauses In Full**

<b>Clause</b>	<b>6018.1</b>	<p><b>Retroactive date [UMM.PI(1)]</b></p> <p><b>Retroactive date (Umbrella)</b></p> <p><b>We</b> will not make any payment for any claim or loss which arises from any <b>business activity</b> performed or any dishonesty committed or, if applicable, any document, information or data lost, damaged or destroyed, before 12.8.10 or in respect of any claim against an <b>employee</b> the date the <b>employee</b> commenced employment with <b>you</b>, whichever is the later.</p> <p>If the <b>employee</b> can evidence that they benefited from cover pursuant to a preceding professional indemnity policy and subject to there being no break in cover between the expiry of the previous policy and the inception of cover under this <b>policy</b>, <b>we</b> will not make any payment for any claim or loss which arises from any <b>business activity</b> performed or any dishonesty committed or, if applicable, any document, information or data lost, damaged or destroyed, before the first date upon which the <b>employee</b> held such policy.</p>
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<b>Clause</b>	<b>6043.0</b>	<p><b>Court attendance compensation endorsement [Schemes.Jelf]</b></p> <p>The following is added to <b>What is covered</b>:</p> <p>Court attendance compensation:</p> <p>If any person within the definition of <b>you</b> has to attend court as a witness in connection with a claim against <b>you</b> covered under this section, <b>we</b> will pay <b>you</b> compensation for each day, or part of a day that their attendance is required by <b>our</b> solicitor.</p> <p>The following is added to <b>How much we will pay</b>:</p> <p>Court attendance compensation</p> <p><b>We</b> will pay <b>you</b> the following compensation for each day, or part day:</p> <ol style="list-style-type: none"> <li>1. <b>you</b> or <b>your</b> partner or director:           £250</li> <li>2. any other <b>employee</b>:                               £100</li> </ol> <p>The most <b>we</b> will pay for the total of all court attendance compensation is £10,000.</p>
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**Internet and e-mail Clauses In Full**



**Policy: HU PIB 1768615 (1)**

<b>Clause</b>	<b>257.0</b>	<p><b>Business performed in the past (I&amp;E)</b></p> <p><b>We</b> will not make any payment for any claim or loss which arises from any <b>business activity</b> performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, before 13.8.11.</p>
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**Public and products liability Clauses In Full**

<b>Clause</b>	<b>314.0</b>	<p><b>Terrorism extension (General liability)</b></p> <p><b>What is not covered</b> is amended to read:</p> <p>12. <b>war</b> or <b>nuclear risks</b>.</p> <p>The following is added to <b>How much we will pay</b>, Special limits:</p> <p>e. For claims arising from <b>terrorism</b>, the limit of indemnity is 1000000 each and every claim or any other amount specified in the schedule, whichever is the lower. <b>We</b> will also pay for <b>defence costs</b>.  <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.</p>
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<b>Clause</b>		<p><b>Contractors Supervision clause</b></p> <p>The following is added to <b>What is not covered</b></p> <p><b>A14</b>. Contractors supervision</p> <p><b>We</b> will not make any payment for any claim or loss directly or indirectly due to <b>your</b> responsibility for any supervision, direction or control of a contractor.</p>
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<b>Clause</b>	<b>6060.0</b>	<p><b>Data Protection extension Jelf Manson Recruitment Scheme [Jelf.(GL)]</b></p> <p>The following is added to <b>What is covered</b>:</p> <p>Data Protection Act</p> <p><b>We</b> will indemnify <b>you</b> against <b>your</b> liability under Section 13 of the Data Protection Act 1998 in connection with personal data held by <b>you</b>, arising as a result of <b>your business activity</b> during the <b>period of insurance</b>, but <b>we</b> will not make any payment for any claim for the cost of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data.</p>
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**Employers' liability Clauses In Full**



**Policy: HU PIB 1768615 (1)**

<b>Clause</b>	<b>3040.0</b>	<p><b>Employers Liability Tracing Office (ELTO) and your data</b></p> <p><b>Your policy</b> details will be added to the Employers Liability Database, managed by the Employers Liability Tracing Office (ELTO). This data will be available for search by registered users as well as individual claimants on a limited basis, who wish to verify the Employers' liability insurer of an employer at a particular point in time.</p> <p>You can find out more:</p> <ul style="list-style-type: none"> <li>- from <b>your</b> insurance adviser (if <b>you</b> have one); or</li> <li>- by contacting <b>us</b>; or</li> <li>- at <a href="http://www.elto.org.uk">www.elto.org.uk</a>.</li> </ul>
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**CLAUSES - Applicable to the whole policy.**

<b>Clause</b>	<b>602.0</b>	<p><b>businesshr</b></p> <p>As a Hiscox client you receive free access to the businesshr service. businesshr runs a website designed specifically to help you manage your staff within employment laws. It is an easy to use reference and guidance resource for companies like yours. To access the service visit <a href="http://hiscox.businesshr.net">http://hiscox.businesshr.net</a> and log-in using your policy number and postcode.</p>
<b>Clause</b>	<b>603.0</b>	<p><b>Commercial assistance &amp; legal advice helpline</b></p> <p>Your Hiscox policy gives you access to a general business advice line.</p> <p>For advice on employment, prosecutions, health and safety, sex discrimination, tax and European law call <b>+44 (0)870 050 3030</b>.</p>
<b>Clause</b>		<p><b>Data Protection Act</b></p> <p>By accepting <b>your Policy</b>, you consent to <b>us</b> using the information <b>we</b> may hold about <b>you</b> for the purposes of providing insurance and handling claims, if any, and to process sensitive personal data about <b>you</b> where this is necessary (for example health information or criminal convictions). This may mean <b>we</b> have to give some details to third parties involved in providing insurance cover. These may include insurance carriers, third-party claims adjusters, fraud detection and prevention services, reinsurance companies and insurance regulatory authorities. Where such sensitive personal information relates to anyone other than <b>you</b>, <b>you</b> must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to us and its use by <b>us</b> as set out above. The information provided will be treated in confidence and in compliance with the Data Protection Act 1998. <b>You</b> have the right to apply for a copy of your information (for which <b>we</b> may charge a small fee) and to have any inaccuracies corrected.</p> <p>For training and quality control purposes, telephone calls may be monitored or recorded</p>

# Umbrella Choice



Arranged by

**Jelf** | Manson

Your business. Our focus.

Underwritten by 



## Jelf Manson Professional insurance portfolio for umbrella companies

### Policy wording

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#### Our promise to you

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

Signed for and on behalf of Hiscox Underwriting Limited:

**Steve Langan**  
Managing Director, Hiscox UK

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

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#### Complaints procedure

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service. If **you** have any complaints about **your policy** or the handling of a claim **you** should, in the first instance, contact Hiscox Customer Relations in writing at:

Hiscox Customer Relations  
Hiscox House  
Sheepen Place  
Colchester  
CO3 3XL

or by telephone on 01206 773705  
or by email at [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com).

Complaints that cannot be resolved by the Hiscox Customer Relations department may then be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process. This complaint procedure is without prejudice to **your** right to take legal proceedings.

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<b>General definitions</b>	Words shown in <b>bold</b> type have the same meaning wherever they appear in this <b>policy</b> . The words defined below are used throughout this <b>policy</b> . Any other definitions are shown in the section to which they apply.
<b>Asbestos risks</b>	<ol style="list-style-type: none"><li>The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or</li><li>exposure to asbestos, asbestos fibres or materials containing asbestos; or</li><li>the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos</li></ol>
<b>Business</b>	<b>Your</b> business or profession as shown in the schedule. <b>Your</b> business also includes: <ol style="list-style-type: none"><li>the maintenance of property and premises owned or occupied by <b>you</b>;</li><li>the provision and management of canteen, social, sports and welfare organizations for the benefit of <b>your</b> employees;</li><li>the provision of first aid, security, fire and ambulance services where these are incidental to <b>your</b> business or profession as shown in the schedule;</li><li>any private work for any partner or director or senior manager of <b>you</b> carried out by any of <b>your</b> employees within the <b>geographical limits</b>.</li><li>Participation in exhibitions within the <b>geographical limits</b>.</li></ol>
<b>Confiscation</b>	Confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
<b>Date recognition</b>	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
<b>Endorsement</b>	A change to the terms of the <b>policy</b> .
<b>Excess</b>	The amount <b>you</b> must bear as the first part of each agreed claim.
<b>Geographical limits</b>	The geographical area shown in the schedule.
<b>Nuclear risks</b>	<ol style="list-style-type: none"><li>Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;</li><li>the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component of such assembly;</li><li>any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.</li></ol>
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in the schedule.
<b>Policy</b>	This insurance document and the schedule, including any <b>endorsements</b> .
<b>Terrorism</b>	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none"><li>is committed for political, religious, ideological or similar purposes; and</li><li>is intended to influence any government or to put the public, or any section of the public, in fear; and</li><li><ol style="list-style-type: none"><li>involves violence against one or more persons; or</li><li>involves damage to property; or</li><li>endangers life other than that of the person committing the action; or</li></ol></li></ol>

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## General terms and conditions

	iv. creates a risk to health or safety of the public or a section of the public; or
	v. is designed to interfere with or to disrupt an electronic system.
<b>Virus</b>	A piece of unauthorised executable code which propagates itself through <b>your</b> computer system or network.
<b>War</b>	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
<b>We / us / our</b>	The insurers named in the schedule.
<b>You / your</b>	The insured named in the schedule.

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

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<b>General conditions</b>	The following conditions apply to the whole of this <b>policy</b> . Any other conditions are shown in the section to which they apply.
Basis of insurance	<p>1. Because of its importance, all information which <b>you</b> or anyone on <b>your</b> behalf provided before <b>we</b> agreed to insure <b>you</b> is incorporated into and forms the basis of this <b>policy</b>.</p> <p>All facts and matters which might be relevant to <b>our</b> consideration of <b>your</b> proposal must be disclosed and all material representations made to <b>us</b> must be true, otherwise <b>we</b> are entitled to treat this insurance as if it had never existed.</p>
Change of circumstances	2. <b>You</b> must tell <b>us</b> as soon as reasonably possible of any change in circumstances during the <b>period of insurance</b> which may materially affect this <b>policy</b> . (A material fact or circumstance is one which might affect <b>our</b> decision to provide insurance or the conditions of that insurance.) <b>We</b> may then change the terms and conditions of this <b>policy</b> .
Due diligence	3. <b>You</b> must take reasonable steps to prevent accident or injury and to protect <b>your</b> property against loss or damage. <b>You</b> must keep any property insured under this <b>policy</b> in good condition and repair.
Premium payment	4. <b>We</b> will not make any payment under this <b>policy</b> unless <b>you</b> have paid the premium.
Cancellation	<p>5. <b>You</b> or <b>we</b> can cancel the <b>policy</b> by giving 30 days' written notice. <b>We</b> will give <b>you</b> a refund of the premium for the remaining period.</p> <p>If <b>we</b> have agreed that <b>you</b> can pay <b>us</b> the premium by instalments and <b>we</b> have not received an instalment 14 days after the due date, <b>we</b> may cancel the <b>policy</b>. In this event, the <b>period of insurance</b> will equate to the period for which premium instalments have been paid to <b>us</b>. <b>We</b> will confirm the cancellation and amended <b>period of insurance</b> to <b>you</b> in writing.</p>
Multiple insureds	<p>6. The most <b>we</b> will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount <b>we</b> will pay will not exceed the amount <b>we</b> would be liable to pay to any one of <b>you</b>.</p> <p><b>You</b> agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the <b>policy</b>.</p>
Aggregate limit	<p>7. Where this <b>policy</b> specifies an aggregate limit, this means <b>our</b> maximum payment for all relevant claims or losses covered under the <b>policy</b> during the <b>period of insurance</b>.</p> <p>If the <b>period of insurance</b> is continuous, the aggregate limit will apply to all relevant claims or losses covered under the <b>policy</b> during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.</p>

## General terms and conditions

- Rights of third parties
8. **You** and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- Other insurance
9. This **policy** does not cover any loss or claim where **you** or anyone supplied by **you** under contract would be entitled to be paid under any other insurance or compensation scheme if this **policy** did not exist.
- Governing law
10. Unless some other law is agreed in writing, this **policy** will be governed by the laws of England.
- Arbitration
11. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

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### General claims conditions

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

- Your obligations
1. **We** will not make any payment under this **policy** unless **you**:
- give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section;
  - give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**;
  - make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim;
  - give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.
- Fraud
2. If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then **we** will treat this **policy** as if it had never existed.



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

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**Special definitions for this section**

<b>Business activity</b>	The activities shown in the schedule, which <b>you</b> perform in the course of <b>your business</b> .
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Predecessor</b>	Any person, practice or other firm to which <b>you</b> have succeeded.
<b>You / your</b>	Also includes: <ul style="list-style-type: none"><li>a. any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or senior manager who is in actual control of <b>your</b> operations, or if deceased, incapacitated, insolvent or bankrupt, their legal representative;</li><li>b. any <b>predecessor</b> provided that they observe, fulfill and adhere to the terms and conditions of this <b>policy</b> where they can reasonably be expected to do so;</li><li>c. at <b>your</b> request any employee or if deceased, incapacitated, insolvent or bankrupt, their legal representative,</li></ul> in respect of any claim which falls within the scope of <b>What is covered</b> .

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**What is covered**

Claims against you	<p>If during the <b>period of insurance</b>, and as a result of <b>your business activity</b> within the <b>geographical limits</b> for clients, any party brings a claim against <b>you</b> for:</p> <ul style="list-style-type: none"><li>a. negligence or breach of a duty of care;</li><li>b. negligent misstatement or negligent misrepresentation;</li><li>c. infringement of intellectual property rights including copyright, patent, trademark or moral rights or any act of passing-off;</li><li>d. breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;</li><li>e. defamation;</li><li>f. dishonesty of <b>your</b> individual partners, directors, employees or self-employed freelancers directly contracted to <b>you</b> and under <b>your</b> supervision, but not anyone supplied to a client by <b>you</b> under contract;</li><li>g. dishonesty of anyone supplied to a client by <b>you</b> under contract;</li><li>h. any other civil liability unless excluded under <b>What is not covered</b> below;</li></ul> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Asbestos claims	<p>If during the <b>period of insurance</b>, and as a result of <b>your business activity</b> within the United Kingdom, the Channel Islands or the Isle of Man, any party brings a claim against <b>you</b> directly due to a defective valuation or assessment of any property for which <b>you</b> or anyone supplied by <b>you</b> under contract provided or should have provided instructions, recommendations, notices, warnings, supervision or advice in connection with asbestos, asbestos fibres or structures or materials containing asbestos, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation, provided that:</p> <ul style="list-style-type: none"><li>a. the claim is brought against <b>you</b> within the United Kingdom, the Channel Islands or the Isle of Man; and</li></ul>

## Jelf Manson Professional indemnity for umbrella companies

### Policy wording

- b. **we** will not make any payment if the claim is due to death or bodily or medical injury or disease suffered by anyone, or the fear of such death, injury or disease; and
- c. **we** will not provide indemnification for more than the minimum coverage mandated by the Royal Institution of Chartered Surveyors.

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

Avoiding a potential claim against you

If **your** client has reasonable grounds for being dissatisfied with the work **you** have, or anyone supplied to a client by **you** under contract has, done, refuses to pay for any or all of it, including amounts **you** legally owe to subcontractors at the date of the refusal, and threatens to bring a claim against **you** for more than the amount owed, it may be possible to settle the dispute with the client by **your** agreeing not to press for the disputed amount. If so, **we** will pay **you** the amount owed to **you** at that time if **we** believe that this will avoid a legitimate claim for a greater amount and **we** have given **our** prior written approval to settling in this way and for this amount.

Alternatively, if it is not possible to reach agreement with the client on this basis but **we** still believe that by not pressing for the disputed amount **you** will avoid a legitimate claim or counterclaim for a greater amount, **we** will pay the amount owed to **you** at that time. If a claim is still brought, **we** will deal with it but **our** total payment, including what **we** have already paid **you** or on **your** behalf, will not exceed the applicable limit of indemnity shown in the schedule. **You** must return the amount **we** have paid if **you** eventually recover the debt less your reasonable expenses.

Breach of Data Protection Act obligations

If during the **period of insurance**, and as a result of **your business activity** within the **geographical limits** for clients, an investigation or prosecution is brought against **you** pursuant to the Data Protection Act or any similar legislation, **we** will pay the costs incurred with **our** prior written consent to defend **you**.

Representation costs

**We** will pay legal fees incurred with **our** consent to represent **you** at any Coroners inquest or fatal accident enquiry in respect of any death directly relating to any actual or potential claim under this section.

#### Your own losses

Losses from dishonesty

If during the **period of insurance**, and in the performance of **your business activity** within the **geographical limits**, **you** suffer a loss from the dishonesty of **your** employees or self-employed freelancers directly contracted to **you** and under **your** supervision but not anyone supplied to a client by **you** under contract, where there was a clear intention to cause **you** loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission, **we** will indemnify **you** against **your** direct financial loss.

Loss of documents

If during the **period of insurance** any document, information or data of **yours** which is necessary for the performance of **your business activity** is lost, damaged or destroyed while in **your** possession, **we** will cover **you** against the cost of restoring or replacing it.

#### What is not covered

Matters specific to your business

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. **your** operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or **your** breach of any legislation or regulation related to these activities unless arising directly from the breach of a duty of care by anyone supplied to a client by **you** under contract;
  2. **your** liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation;
  3. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves;
  4. transmission of a computer **virus**;
  5. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.

Matters insurable elsewhere	<p>6. the death or any bodily or mental injury or disease suffered by anyone, unless arising directly from <b>your</b> breach of a duty of care, or the breach of a duty of care by anyone supplied to a client by <b>you</b> under contract, in the performance of a <b>business activity</b>;</p> <p>7. anyone's employment with or work for <b>you</b>, or any breach of an obligation owed by <b>you</b> as an employer or any kind of discrimination, harassment or unfair treatment;</p> <p>8. the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle;</p> <p>9. the loss, damage or destruction of any tangible property (other than documents in <b>your</b> care, custody or control, in connection with a <b>business activity</b> for a client), unless arising directly from <b>your</b> breach of a duty of care in the performance of a business activity or a breach of a duty of care in the performance of the activities of anyone supplied to a client by <b>you</b> under contract.</p> <p>This clause does not apply to <b>your</b> own loss under the Loss of documents cover in <b>What is covered</b>;</p> <p>10. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper;</p> <p>11. the loss or distortion of any data held electronically;</p> <p>12. any personal liability incurred by a director or officer of <b>yours</b> when acting in that capacity or managing <b>your</b> business, or <b>your</b> breach of any fiduciary duty, other than when performing a <b>business activity</b> for a client, or any statement, representation or information concerning <b>you</b> or <b>your</b> business contained in <b>your</b> accounts, reports or financial statements;</p> <p>13. <b>your</b> supply, manufacture, sale, installation or maintenance of any product.</p>
Deliberate, reckless or dishonest acts	<p>14. any statement <b>you</b> knew, or ought reasonably to have known, was defamatory at the time of publication;</p> <p>15. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim or <b>your</b> own loss under the dishonesty cover in <b>What is covered</b>, but <b>we</b> will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.</p>
Pre-existing problems	<p>16. any shortcoming in <b>your</b> work or <b>your</b> own loss which <b>you</b> knew about, or ought reasonably to have known about, before <b>we</b> agreed to insure <b>you</b>.</p>
Date recognition	<p>17. <b>date recognition</b>.</p>
War, terrorism and nuclear	<p>18. <b>war, terrorism or nuclear risks</b>.</p>
Asbestos	<p>19. <b>asbestos risks</b>, but this clause does not apply to the Asbestos claims cover under <b>What is covered</b>.</p>
Manual work	<p>20. any manual work of any kind.</p>
Medical work	<p>21. any qualified medical or veterinary practitioner or other person giving medical or veterinary treatment, advice or care.</p> <p>B. <b>We</b> will not make any payment for:</p>
Claims brought by a related party	<p>1. any claim brought by an insured within the definition of <b>you</b> or any party with a financial, executive or managerial interest in <b>you</b>, including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third party directly arising out of the performance of <b>your business activity</b>.</p>
Other losses	<p>2. <b>your</b> lost profit, mark-up or liability for VAT or its equivalent.</p>
Trading losses	<p>3. any trading loss or trading liability including those arising from the loss of any client, account or business.</p>

Non-compensatory payments	4. fines and contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages, and also additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.
Claims outside the applicable courts	5. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.  This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

## How much we will pay

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

When **we** settle **your** own losses from dishonesty, **we** will deduct any sums **you** owe or the value of any property **you** hold belonging to the perpetrator.

For lost, damaged or destroyed documents, information or data, **we** will pay the reasonable expenses **you** incur with **our** prior written consent in restoring or replacing them.

All claims and losses which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim. This includes such claims and losses arising after, as well as during, the **period of insurance**.

## Special limits

1. For claims and **your** own losses arising from dishonesty, other than the dishonesty of anyone supplied to a client by **you** under contract, the most **we** will pay is a single limit of indemnity for the total of all such claims, their **defence costs** and **your** own losses. **You** must pay the relevant **excess** shown in the schedule.

2. For claims arising out of dishonesty of anyone supplied to a client by **you** under contract, the most **we** will pay is £50,000 for all claims including **defence costs**. **You** must pay an amended excess of £5,000 for each such claim including **defence costs**. This does not increase the total amount **we** will pay under this section.

3. For claims arising from work in the industries listed below the most **we** will pay in total for each industry is £500,000 including **defence costs**:

- a. nuclear industry, aviation industry, railway industry, offshore industry, oil and gas industry, petrochemical industry, pharmaceutical industry, motor production and maintenance industry.

This special limit does not apply to anyone supplied to a client by **you** under contract undertaking clerical, administrative or IT work which does not involve project management work or work that can be deemed mission critical or safety critical.

**You** must pay the relevant **excess** shown in the schedule.

This clause does not increase the total amount **we** will pay under this section.

4. For claims arising from the following professions the most **we** will pay in total for each profession is £500,000 including **defence costs**:

- a. independent financial advisors, social workers, surveyors, architects, accountants actuaries, legal.

**You** must pay the relevant **excess** shown in the schedule.

This clause does not increase the total amount **we** will pay under this section.

## Representation costs

The most **we** will pay for representation costs is the amount shown in the schedule. This applies to all costs incurred in relation to any and all deaths occurring during the **period of insurance**.

## Paying out the limit of indemnity

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

## Your obligations

If a problem arises

**We** will not make any payment under this section:

1. unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
  - a. **your** first awareness of a shortcoming in **your** work for a client or any work carried out for a client by anyone supplied to a client by **you** under contract which is likely to lead to a claim against **you**. This includes any criticism of **your** work or the work of anyone supplied to a client by **you** under contract even though regarded by **you** as unjustifiable.  
  
If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance;
  - b. any claim or threatened claim against **you**;
  - c. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any partner, director, employee, self-employed freelancer or anyone supplied to a client by **you** under contract has acted dishonestly.
2. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

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## Control of defence

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

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

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## Special definitions for this section

<b>Computer system</b>	<b>Your</b> own computer network, including any third party software programs.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Hacker</b>	Anyone who specifically and maliciously targets <b>you</b> and gains access to the <b>website</b> via the internet or other external electronic link, solely by circumventing electronically the security systems in place to protect against such access. A hacker does not include: <ol style="list-style-type: none"><li>any director or partner of <b>yours</b> or any sub-contractor, self-employed freelancer or third party on <b>your</b> premises without permission;</li><li>anyone who gains access directly through either any computer, computer system or network of <b>yours</b> or the physical possession of any password or other security code.</li></ol>
<b>Website</b>	Any website(s), intranet or extranet where <b>you</b> have full control over the content and which <b>you</b> run for the promotion of <b>your</b> own <b>business</b> .
<b>You / your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or officer or senior manager in actual control of <b>your</b> operations

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## What is covered

Claims against you	If during the <b>period of insurance</b> , and as a result of <b>your</b> business, any party brings a claim against <b>you</b> arising from: <ol style="list-style-type: none"><li>the content of <b>your</b> email, intranet, extranet or <b>website</b> (including its domain name, metatags and hyperlinks and the marketing and advertising of <b>your</b> business on the <b>website</b>), including alterations or additions made by a <b>hacker</b>, but not connected with any professional business activity for a client, and due to: <ol style="list-style-type: none"><li><b>your</b> infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page;</li><li>any defamatory statement on <b>your website</b> or in <b>your</b> email, including any defamatory statement concerning a client or business competitor of <b>yours</b>;</li><li><b>your</b> breach of confidence or infringement of any right to privacy;</li></ol></li><li><b>your</b> negligent transmission of a computer <b>virus</b>, worm, logic bomb or Trojan horse to anyone with whom <b>you</b> do business or who uses <b>your website</b> in the course of their business;</li><li><b>your</b> unauthorised collection or misuse of any data concerning any customer or potential customer of <b>yours</b> which is either confidential or subject to statutory restrictions on its use and which <b>you</b> obtained through the internet or extranet or <b>website</b> and hold electronically;</li><li>a third party's good faith reliance on a <b>hacker's</b> fraudulent use of <b>your</b> encrypted electronic signature, encrypted electronic certificate, email or <b>website</b> where there was a clear intention to cause <b>you</b> loss or obtain a personal gain for the <b>hacker</b>,</li></ol> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation. <b>We</b> will also pay <b>defence costs</b>, but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Your losses from vandalism	If, during the <b>period of insurance</b> , a <b>hacker</b> damages, destroys or alters <b>your website</b> or <b>computer system</b> , <b>we</b> will pay the reasonable and necessary costs and expenses <b>you</b> incur with <b>our</b> prior written consent to repair or replace the affected part of the <b>website</b> or <b>computer system</b> to the same or equivalent standard and with the same contents or as near as

reasonably possible as immediately before it was damaged, destroyed or altered.

If, during the **period of insurance**, a **hacker** threatens to damage **your website** in a way which would be covered by this section, **we** will indemnify **you** against the ransom paid with our prior written consent or, if the demand is for goods or services, their market value at the time of surrender. **We** will only indemnify **you** in this way if **you** can demonstrate to **us** that the ransom has been surrendered under duress and that before agreeing to its payment **you** took all reasonable efforts to determine that the threat was genuine and not a hoax and to ensure that at least one of **your** senior officers agreed to the ransom's payment.

If a claim arises from the cover provided in either of the two immediately preceding paragraphs **we** will also pay any advertising or publicity expenses reasonably and necessarily incurred, and with our prior permission, in contacting any people who attempted to use the **website** while it was damaged, destroyed or altered.

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**What is not covered**

Matters specific to your business

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. any **virus**, worm, logic bomb or Trojan horse written or created by **you**, **your** employee or any self-employed freelancer directly contracted to **you** and under **your** supervision.
  2. any **virus**, worm, logic bomb or Trojan horse which indiscriminately replicates itself and is automatically disseminated on a global or national scale, or to an identifiable class or sector of users, unless specifically passed on to **you** by a **hacker** of **your website** or **computer system**.
  3. the infringement of any patent.
  4. any unauthorised or fraudulent use of any credit, debit, charge or store card.
  5. the use or provision of any games, or any gaming, gambling, lottery or auctioneering facilities or services.
  6. the failure or interruption of the service provided by an internet service provider or any telecommunications or other utility provider.
  7. any pornographic, sexually explicit or obscene material unless arising directly from the activities of a **hacker**.
  8. any defamatory statement concerning any partner, director or employee of **yours** or a self-employed freelancer directly contracted to **you** and under **your** supervision.
  9. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.
  10. any data or software unique to your company.

Matters insurable elsewhere

11. the death or any bodily or mental injury or disease suffered by anyone.
12. anyone's employment with or work for **you**, or any breach of an obligation owed by **you** as an employer or any kind of discrimination, harassment or unfair treatment.
13. any personal liability incurred by a director or officer of **yours** when acting in that capacity or managing **your** business, or **your** breach of any fiduciary duty, or any statement, representation or information concerning **you** or **your** business contained in **your** accounts, reports or financial statements.
14. **your** supply, manufacture, sale, installation or maintenance of any product.

Deliberate, reckless or dishonest acts

15. any statement **you** knew, or ought reasonably to have known, was defamatory at the time of publication.
16. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.

Date recognition.

17. **date recognition**.

War, terrorism and nuclear

18. **war, terrorism or nuclear risks**

	B. <b>We</b> will not make any payment for:
Pre-existing problems	1. any claim, potential claim or loss or payment which could be made under this section which <b>you</b> knew about, or ought reasonably to have known about, before <b>we</b> agreed to insure <b>you</b> .
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages. 3. any trading loss or trading liability including those arising from the loss of any client, account or business.
Claims outside the applicable courts	4. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.  This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

**How much we will pay**

The most **we** will pay for the total of all claims, their **defence costs** and **your** own losses is the limit of indemnity shown in the schedule irrespective of the number of claims or losses. However, the most **we** will pay for **your** own losses from vandalism, including any advertising or publicity expenses, is the amount shown in the schedule. This does not increase the limit of indemnity. **You** must pay the relevant **excess** shown in the schedule.

All claims and losses which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim. This includes such claims and losses arising after, as well as during, the **period of insurance**.

Paying out the limit of indemnity

At any stage **we** can pay **you** the limit of indemnity or what remains after any earlier payment from that limit. **We** will then have no further liability for any claim, **defence costs** or loss.

**Your obligations**

**If a problem arises**

**We** will not make any payment under this section:

1. unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
  - a. **your** first awareness of any matter which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.  
 If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance;
  - b. any claim or threatened claim against **you**;
  - c. **your** first awareness of any fraud, threatened fraud or suspicion of fraud involving **your website**, electronic signature or electronic mail;
  - d. any damage, destruction or alteration to **your website** or **computer system**;
  - e. **your** first awareness of any threat to damage **your website**.
2. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment without **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.
3. if **you** do not inform the police of any ransom demand as soon as is practicable.

Computer systems protection and back-ups

**We** will not make any payment under this section if **you** have failed to:

- a. take reasonable steps to use, maintain and upgrade any program which protects against computer viruses or any unauthorised use of or access to **your computer system**, network, electronic link or **website**;
- b. make back-up copies of any data, file or program at reasonably frequent intervals;





**Jelf Manson**  
**Internet and email**  
Policy wording

- c. cancel any user name, password or other security protection after **you** knew or had reasonable grounds to suspect that it had been made available to any unauthorised person.

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**Control of defence**

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

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

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**Special definitions  
for this section**

<b>Bodily injury</b>	Death or any bodily or mental injury or disease of any person.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<b>Employee</b>	Any person working for <b>you</b> in connection with <b>your</b> business who is: a. employed by <b>you</b> under a contract of service or apprenticeship; b. hired or borrowed by <b>you</b> ; c. self-employed and working on a labour only basis; d. engaged by labour only sub contractors; e. a labour master or person supplied by him; f. engaged under a work experience or training scheme; g. a voluntary helper.
<b>Personal injury</b>	False arrest, detention, or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Products</b>	Any goods supplied to others which were sold, manufactured, repaired, installed, erected, altered, cleaned or treated by <b>you</b> .
<b>Property damage</b>	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
<b>Tool of trade</b>	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
<b>You / your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or senior manager in actual control of <b>your</b> operations.

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**What is covered**

Claims against you	If, as a result of <b>your business</b> , any party brings a claim against <b>you</b> for: a. <b>bodily injury</b> or <b>property damage</b> occurring during the <b>period of insurance</b> ; b. <b>personal injury</b> or <b>denial of access</b> committed during the <b>period of insurance</b> , <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation. This includes a claim against any <b>employee</b> of <b>yours</b> when they are acting on <b>your</b> behalf in whatever capacity. <b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.
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## Jelf Manson Public and products liability for umbrella companies

Policy wording

Overseas personal liability	<p><b>We</b> will indemnify <b>you</b> and if <b>you</b> so request, any of <b>your</b> directors, partners or any <b>employee</b> or spouse of such person against legal liability as a result of <b>bodily injury, property damage or personal injury</b> incurred in a personal capacity whilst temporarily outside Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man other than:</p> <ol style="list-style-type: none"><li>where indemnity arises out of the ownership or occupation of land or buildings;</li><li>where indemnity is provided by any other insurance.</li></ol>
Claims against principals	<p>If, as a result of <b>your business</b>, any party brings a claim, which falls within the scope of <b>What is covered</b>, Claims against you, against <b>your</b> principal and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to the principal that <b>we</b> would have made to <b>you</b>, provided that the party to be indemnified:</p> <ol style="list-style-type: none"><li>has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li><li>accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li><li>has not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it;</li><li>gives <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</li></ol>
Criminal proceedings	<p>If any governmental, administrative or regulatory body brings any criminal action against <b>you</b> during the <b>period of insurance</b> for any breach of any health and safety statute or regulation, <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action against <b>you</b> or any <b>employee</b>. This includes proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007, the Food Safety Act 1990 and Consumer Protection Act 1987 or any equivalent legislation in the Isle of Man or Channel Islands.</p>
Cross liabilities	<p>If more than one insured is named in the schedule, <b>we</b> will deal with any claim as though a separate policy had been issued to each of them provided that <b>our</b> liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.</p>
Court attendance compensation	<p>If any person within the definition of <b>you</b> has to attend court as a witness in connection with a claim against <b>you</b> covered under this section, <b>we</b> will pay <b>you</b> compensation for each day, or part of a day that their attendance is required by <b>our</b> solicitor.</p>
Motor contingent liability	<p>If any party brings a claim against <b>you</b> for <b>bodily injury or property damage</b> occurring during the <b>period of insurance</b> and arising from any mechanically propelled vehicle or its trailer being used in connection with <b>your business</b> within the <b>geographical limits</b>, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p><b>We</b> will not make a payment for any motor contingent liability claim:</p> <ol style="list-style-type: none"><li>arising from any mechanically propelled vehicle or its trailer which is:<ol style="list-style-type: none"><li>owned by <b>you</b>;</li><li>loaned, leased hired or rented to <b>you</b>;</li><li>provided by <b>you</b>;</li><li>being driven by <b>you</b>.</li></ol></li><li>for <b>property damage</b> to the mechanically propelled vehicle or its trailer or to any goods carried in or on the mechanically propelled vehicle or its trailer.</li><li>arising from the mechanically propelled vehicle being driven by <b>you</b> when <b>you</b> do not hold a licence to drive the vehicle.</li></ol>
Personal representatives	<p>In the event of the death of anyone included within the definition of <b>you</b>, <b>we</b> will indemnify the personal representatives of the deceased person against any claim, which falls within the scope of <b>What is covered</b>, in the same manner and to the same extent as <b>we</b> would have indemnified the deceased person, provided that the personal representatives observe, fulfil and adhere to the terms and conditions of this <b>policy</b> where they could reasonably be expected to do so.</p>

First aid and medical	If, as a result of <b>your business</b> , any party brings a claim against <b>you</b> for <b>bodily injury</b> caused to that party occurring during the <b>period of insurance</b> and arising out of the actions of an <b>employee</b> administering first aid or other medical arrangements, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation. The amount <b>we</b> will pay will include <b>defence costs</b> . <b>We</b> will not make any payment where the <b>employee</b> is a medical practitioner.
Representation costs	<b>We</b> will pay legal fees incurred with <b>our</b> consent to represent <b>you</b> at any Coroners inquest or fatal accident enquiry in respect of any death directly relating to any actual or potential claim under this section.
Residual employers' liability	<p><b>We</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation arising out of <b>bodily injury</b> to an <b>employee</b> occurring during the <b>period of insurance</b> whilst engaged in the course of <b>your business</b> in an overseas territory where <b>your</b> legal liability is compulsorily insurable under an employers' liability or workers' compensation law.</p> <p><b>We</b> will also pay any amount for which <b>you</b> are liable arising from the exercise of rights of recovery against <b>you</b> by any state social security or similar scheme.</p> <p><b>We</b> will not make a payment where:</p> <ol style="list-style-type: none"> <li>a. <b>bodily injury</b> is sustained offshore. An <b>employee</b> is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform;</li> <li>b. <b>bodily injury</b> is sustained within Great Britain or Northern Ireland;</li> <li>c. <b>bodily injury</b> arises directly or indirectly from <b>asbestos risks</b>.</li> </ol>

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### What is not covered

Property for which you are responsible	<p>A. <b>We</b> will not make any payment for any claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"> <li>1. loss of or damage to any property belonging to <b>you</b> or which at the time of the loss or damage is in <b>your</b> care, custody or control. This does not apply to: <ol style="list-style-type: none"> <li>a. <b>employees'</b> or visitors' vehicles or effects while on <b>your</b> premises;</li> <li>b. premises, including their contents, which are not owned or rented by <b>you</b>, where <b>you</b> are temporarily carrying out <b>your business</b>;</li> <li>c. premises rented to <b>you</b>, for loss or damage not insurable under property insurance policies and for which <b>you</b> would not be liable other than by the lease or other agreement.</li> </ol> </li> <li>2. the ownership, possession or use by <b>you</b> or on <b>your</b> behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers. <p>This does not apply to:</p> <ol style="list-style-type: none"> <li>a. any <b>tool of trade</b>;</li> <li>b. the unauthorised movement by <b>you</b> or on <b>your</b> behalf on <b>your</b> premises of any mechanically propelled vehicles and their trailers;</li> <li>c. the loading or unloading of any vehicle off the highway;</li> <li>d. any claim covered under <b>What is covered</b>, Motor contingent liability.</li> </ol> </li> </ol>
Injury to employees	<ol style="list-style-type: none"> <li>3. <b>bodily injury</b> to any <b>employee</b> other than as covered under <b>What is covered</b>, Residual employers' liability.</li> </ol>
Pollution	<ol style="list-style-type: none"> <li>4. <ol style="list-style-type: none"> <li>a. <ol style="list-style-type: none"> <li>i. any <b>pollution</b> of buildings or other structures or of water or land or the atmosphere; or</li> <li>ii. any <b>bodily injury</b> or <b>property damage</b> directly or indirectly caused by <b>pollution</b>, unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the <b>period of insurance</b>;</li> </ol> </li> <li>b. any <b>pollution</b> occurring in the United States of America or Canada.</li> </ol> </li> </ol>

## Jelf Manson Public and products liability for umbrella companies

Policy wording

- |                                 |   |
|---------------------------------|---|
| Computer virus                  | 5. transmission of a computer <b>virus</b> .  |
| Professional advice             | 6. designs, plans, specifications, formulae or advice prepared or given by <b>you</b> or <b>your employees</b> for a fee or where a fee would normally be payable.  |
| Your products                   | 7. the costs of repairing, reconditioning or replacing any <b>product</b> or any of its parts.<br>8. any of <b>your products</b> relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with the navigation, flying capabilities or safety of such aircraft, including missiles or spacecraft.  |
| Failure to take reasonable care | 9. <b>your</b> failure: <ol style="list-style-type: none"> <li>a. to exercise reasonable care to ensure that only competent <b>employees</b> are employed; or</li> <li>b. to take all reasonable steps to avoid <b>bodily injury</b> or <b>property damage</b>; or</li> <li>c. to take all reasonable steps to comply with all statutory and other obligations imposed by any authority; or</li> <li>d. to maintain the <b>business premises</b> and all ways, works, machinery and plant in good condition; or</li> <li>e. in the event of the discovery of any defect or danger to ensure that any such defect or danger be made good or remedied and in the meantime to ensure that any additional precautions be taken as the circumstances may require.</li> </ol>   |
| Deliberate or reckless acts     | 10. any act, breach, omission or infringement <b>you</b> deliberately, spitefully or dishonestly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.  |
| Date recognition                | 11. <b>date recognition</b> .   |
| War and nuclear                 | 12. <b>war</b> or <b>nuclear risks</b> .  |
| Asbestos                        | 13. <b>asbestos risks</b> .   |
| Use of heat away from premises  | B. The following are conditions precedent to <b>our</b> liability. <b>We</b> will not make any payment under this insurance unless all of the following requirements in respect of the use or application of heat by <b>you</b> or <b>your employees</b> away from the <b>business premises</b> are fully complied with: <ol style="list-style-type: none"> <li>1. Before starting work involving the use or application of heat:           <ol style="list-style-type: none"> <li>a. <b>You</b> or <b>your employees</b> on site shall make themselves fully aware of the written risk assessment and the location of the site's fire alarms, if any, and ensure that at least two adequate and appropriate fire extinguishers, in proper working order, are kept within ten metres of the use of or application of heat;</li> <li>b. <b>you</b> or <b>your employees</b> shall examine all property within five metres of the use of or application of heat (including adjoining shafts or openings and the area on the other side of any wall or partition) and ensure that all combustible materials are removed from this area. Combustible materials which cannot be removed must be covered and fully protected by screens of non-combustible material.</li> </ol> </li> <li>2. During the process of work involving the use or application of heat:           <ol style="list-style-type: none"> <li>a. <b>you</b> or <b>your employees</b> shall ensure that an observer is appointed to watch for signs of smoke or smouldering or flames;</li> <li>b. <b>you</b> or <b>your employees</b> shall ensure that the use of all equipment is carried out strictly in accordance with the manufacturer's instructions including not being lit until immediately before use and extinguished immediately after use. No piece of lighted equipment shall be left unattended;</li> <li>c. <b>you</b> or <b>your employees</b> shall ensure that any gas cylinders not required for immediate use are kept outside the building in which the use of application of heat is taking place and at least 15 metres from the point of application of heat;</li> </ol> </li> </ol> |

- d. **you** or **your employees** shall ensure that any use of asphalt, bitumen, tar, pitch or lead heaters is carried out in the open in a vessel designed for the purpose and the vessel must be placed on a non-combustible heat insulating base.
- 3. Upon completion of work involving the use or application of heat, **you** or **your employees** shall ensure that a continuous examination of the area within 15 metres of the use of or application of heat (including the area on the other side of any wall or partition) is carried out for at least one hour.
- C. **We** will not make any payment for:

Non-compensatory payments

- 1. fines and contractual penalties, punitive or exemplary damages.

Claims outside the applicable courts

- 2. any claim, including arbitration, brought outside the countries set out in the schedule under Applicable Courts.

This applies to proceedings in the Applicable Courts to enforce, or which are based on, a judgment or award from outside the Applicable Courts.

## How much we will pay

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

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

## Special limits

Products

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

Pollution

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

Claims brought in USA/Canada

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

Representation costs

- d. The most **we** will pay for representation costs is the amount shown in the schedule. This applies to all costs incurred in relation to any and all deaths occurring during the **period of insurance**.

Residual employers' liability

- e. For residual employers' liability claims, **we** will indemnify **you** in respect of amounts for which **you** are liable in excess of whichever is the greater of:
  1. USD \$1,000,000 for claims brought in the United States of America or any territory within its jurisdiction; or
  2. £500,000 for claims brought elsewhere in the world; or
  3. the limit of indemnity provided by the employers' liability or workers' compensation policy arranged by **you**; or
  4. the applicable minimum limit required by law in the territory where the **bodily injury** occurred.

The most **we** will pay for residual employers liability is £1,000,000 in total for the **period of insurance**.

Criminal proceedings costs

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

Court attendance  
compensation

g. **We** will pay **you** the following compensation for each day, or part day:

1. **you** or **your** partner or director: £250
2. any other **employee**: £100

The most **we** will pay for the total of all court attendance compensation is £10,000.

Terrorism

h. For claims arising from **terrorism**, the most **we** will pay is £2,000,000 each and every claim or any other amount specified in the schedule, whichever is the lower. **We** will also pay for **defence costs**.

**You** must pay the relevant **excess** shown in the schedule.

Paying out the limit  
of indemnity

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

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## Your obligations

### If a problem arises

**We** will not make any payment under this section:

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

Correcting problems

**We** will not make any payment for **products** claims if **you** fail to take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to a client, customer or distributor.

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## Control of defence

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

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

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**Special definitions for this section**

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

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**What is covered**

Claims against you	<p>If any <b>employee</b> brings a claim against <b>you</b> for <b>bodily injury</b> caused to them during the <b>period of insurance</b> arising out of their work for <b>you</b> within the <b>geographical limits</b>, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>The amount <b>we</b> pay will include <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Criminal proceedings	<p>If any governmental, administrative or regulatory body brings any criminal action against <b>you</b> during the <b>period of insurance</b> for any breach of health and safety statute or regulation, <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action against <b>you</b>. This includes proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or Channel Islands.</p>
Claims against principals	<p>If, as a result of <b>your business</b>, any party brings a claim, which falls within the scope of <b>What is covered</b>, Claims against you, against a customer of <b>your business</b> for whom you are providing services under contract or agreement and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to such customer that <b>we</b> would have made to <b>you</b>, provided that the party to be indemnified:</p> <ul style="list-style-type: none"><li>a. has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li><li>b. accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li><li>c. has not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it;</li><li>d. gives <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</li></ul>
Indemnity to directors and employees	<p>If as a result of <b>your business</b> any party brings a claim which falls within the scope of <b>What is covered</b> against <b>your</b> directors or <b>employees</b>, <b>we</b> will treat such claim as if it were against <b>you</b> where <b>you</b> request <b>us</b> to do so.</p>



Unsatisfied court judgments	<p>If any <b>employee</b> obtains a judgment for damages following <b>bodily injury</b> against any company or individual operating from premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than 6 months, <b>we</b> will pay to the <b>employee</b> at <b>your</b> request the amount of any unpaid damages and awarded costs provided that:</p> <ol style="list-style-type: none"> <li>a. the <b>bodily injury</b> is caused during the <b>period of insurance</b> and arises out of and in the course of his or her employment in <b>your business</b>; and</li> <li>b. <b>we</b> would have covered <b>your</b> liability if <b>you</b> had caused the <b>bodily injury</b>; and</li> <li>c. there is no appeal outstanding; and</li> <li>d. the <b>employee</b> assigns his or her judgment to <b>us</b>.</li> </ol>
<b>Additional cover</b>	
Court attendance compensation	<p>If any person within the definition of <b>you</b> has to attend court as a witness in connection with a claim against <b>you</b> covered under this section, <b>we</b> will pay <b>you</b> compensation for each day, or part of a day, that their attendance is required by <b>our</b> solicitor.</p>
Personal representatives	<p>In the event of <b>your</b> death <b>we</b> will indemnify <b>your</b> personal representatives against any claim which falls within the scope of <b>What is covered</b>, provided that <b>your</b> personal representatives observe, fulfil and adhere to the terms and conditions of this <b>policy</b> where they are able to do so.</p>
Representation costs	<p><b>We</b> will pay legal fees incurred with <b>our</b> consent to represent <b>you</b> at any Coroners inquest or fatal accident enquiry in respect of any death directly relating to any actual or potential claim under this section.</p>
First aid and medical	<p>If any <b>employee</b> brings a claim against <b>you</b> for <b>bodily injury</b> caused to them during the <b>period of insurance</b> arising out of actions of any <b>employee</b> administering first aid or medical arrangements, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation. The amount <b>we</b> pay will include <b>defence costs</b>. <b>We</b> will not make any payment where the <b>employee</b> administering first aid or medical arrangements is a medical practitioner.</p>

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### What is not covered

Offshore	<p>A. <b>We</b> will not make any payment for:</p> <ol style="list-style-type: none"> <li>1. Any claim or loss directly or indirectly due to:           <ol style="list-style-type: none"> <li>a. any <b>bodily injury</b> caused to any of <b>your employees</b> while they are offshore. An <b>employee</b> is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform.</li> <li>b. any <b>bodily injury</b> to any <b>employee</b> while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where <b>you</b> are entitled to indemnity from any other source.</li> </ol> </li> </ol>
Road traffic legislation	
Claims outside the applicable courts	<ol style="list-style-type: none"> <li>2. Any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.           <p style="margin-left: 20px;">This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p> </li> </ol>

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### How much we will pay

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

#### Special limits

Terrorism	<p>The most <b>we</b> will pay for claims and their <b>defence costs</b> arising from <b>terrorism</b> is the amount shown in the schedule. If <b>we</b> decide that this limit applies to a claim, it is <b>your</b> responsibility to prove that the claim does not arise from <b>terrorism</b>.</p>
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Criminal proceedings costs	<b>We</b> will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against <b>you</b> during the <b>period of insurance</b> .
Court attendance compensation	<b>We</b> will pay <b>you</b> the following compensation for each day, or part day: <ol style="list-style-type: none"><li>1. <b>you</b> or <b>your</b> partner or director £250</li><li>2. any other <b>employee</b> £100</li></ol> The most <b>we</b> will pay for the total of all court attendance compensation is £10,000.
Representation costs	The most <b>we</b> will pay for representation costs is the amount shown in the schedule. This applies to all costs incurred in relation to any and all deaths occurring during the <b>period of insurance</b> .

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## Your obligations

If a problem arises	<b>We</b> will not make any payment under this section: <ol style="list-style-type: none"><li>1. unless <b>you</b> notify <b>us</b> promptly of any claim or threatened claim against <b>you</b>;</li><li>2. unless <b>you</b> notify <b>us</b> as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body;</li><li>3. if, when dealing with <b>your employee</b> or a third party, <b>you</b> admit that <b>you</b> are liable for what has happened or make any offer, deal or payment, unless <b>you</b> have <b>our</b> prior written agreement.</li></ol>
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## Control of defence

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

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## Compulsory insurance clause

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