Public & Products Liability Insurance
Policy Wording

This insurance is arranged and administered by Suited and underwritten by the **Insurer**, Admiral Business, a trading name of Able Insurance Services Limited, on behalf of Admiral Insurance (Gibraltar) Limited.

Suited is a trading name of Suited Insure Ltd, registered in England and Wales under company number 13736179. Suited Insure Ltd. is an Appointed Representative of Innovative Risk Labs Ltd., which is authorised and regulated by the Financial Conduct Authority, FCA Registration 609155.

OUR AGREEMENT WITH YOU

Thank **You** for choosing an Admiral Business insurance **Policy**.

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

ABOUT YOUR POLICY DOCUMENTS

Your Policy is made up of:

1. General Terms and Conditions (within this document) that detail the contractual insurance relationship between **You** and **Us**.
2. A '**Policy Schedule**' which is where **You** will find the active **Sections** of the **Policy** that **You** have purchased along with the limits of **Our** cover and any **Excess** or

Endorsements that detail changes to the standard terms of the **Policy** that are specific to **Your** cover.

3. A '**Policy Wording**' (this document) that will give **You** a greater understanding of the cover that **You** have bought and will also include some general limits and **Excess**.
4. 'Statement of Fact' (within the **Policy Schedule**)

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

ABOUT YOUR POLICY

1. This **Policy** provides **You** with Public and **Products** liability insurance cover on a monthly basis in accordance with the terms and conditions below.
2. **Your** cover under this **Policy** will commence on the **Start Date.** Provided that **You** continue to pay the **Premium,** the **Policy** will continue to provide cover on a monthly basis, unless **You** cancel the **Policy** or ask **Us** to cancel the **Policy** on **Your** behalf.
3. When **You** first arrange cover with **Us, You** will pay the first **Premium** on the **day** cover is arranged which may be earlier than the **Start Date.** Where **You** are issued a new **Policy** after **Your** cover needs change **You** will pay the first **Premium** on the **Start Date.** In both cases **You** will after that first payment pay **Premium** on each following **Due Date.** The **Premium** is non-refundable, except as more fully provided in the terms and conditions of this **Policy**.
4. **You** can cancel **Your Policy** at any time and **You** will continue to have cover under the **Policy** (in accordance with its terms and conditions) until the end of the month for which **You** have paid the **Premium** except where **We** issue a new **Policy** upon cancellation.

DATA PROTECTION STATEMENT

To view **Our** data protection policy, please click on the following link:

Privacy and Security Policy - Admiral

IMPORTANT NOTES

Fraud prevention and detection

In order to prevent and detect fraud **We** may at any time:

- check **Your** personal data against counter fraud systems.
- use **Your** information to search against various publicly available and third-party resources.
- use industry fraud tools including undertaking credit searches and to review **Your** claims history.
- share information about **You** with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If **You** provide false or inaccurate information and fraud is identified, the matter will be investigated, and appropriate action taken. This may result in **Your** case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. **You** may face fines or criminal prosecution. In addition, **We** may register **You** name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to **Claims** or potential **Claims** to the Claims and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases. **We** and other insurers may search these databases when **You** apply for insurance, when **Claims** or potential **Claims** are notified to **Us** or at time of **Policy** review to validate **Your Claims** history or that of any other person or **Property** likely to be involved in the **Policy** or **Claims**. This helps to check information provided and prevent fraudulent **Claims**.

DEFINITIONS

Abuse

Any:

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

Asbestos

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

Avionics

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

Bodily Injury

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

Bona fide sub-contractor

Any self employed person or company **You** contract with to provide services to **Your Business** where they work independently of **You** and under their own direction and supervision.

Business

The insured activities as shown in the **Schedule**.

'Business' is extended to include:

1. Ownership, use and upkeep of **Your Premises**;
2. Upkeep of vehicles and plant owned and used by **You**;

3. Canteen, social, sports, educational and welfare organisations provided by **You** for the benefit of any **Employee**;
4. **Your** first aid, fire security and ambulance services;
5. **Your** participation in exhibitions; and
6. Private work by any **Employee** with **Your** prior agreement for **You** or for any director, partner, or **Employee** of **Yours**.

Circumstance

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

Claim

Claim means: The receipt by **You** of any written or verbal notice of demand for compensation made by a third party against **You**; or

Any written statement of **Claim**, **Claim** form, summons, application or other originating legal or arbitral process whether civil or criminal, cross **Claim**, counter **Claim** or third- or similar-party notice served upon **You**; or

Any notice of intention, whether orally or in writing, to commence legal proceedings against **You**.

Communicable Disease

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

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

Computer System

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

Cyber Act

An unauthorised, criminal, or malicious act or series of related unauthorised, criminal or malicious acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of, or operation of any **Computer System**.

Cyber Incident

Cyber Incident means:

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

Cyber Loss

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

Damage/Damaged

Physical loss, **Damage** or destruction.

Data

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

Defence Costs

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

Documents

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

Due Date

The date on which the **Premium** is due and charged for the **Policy** each month, which after the **Start Date** shall be the same date each subsequent calendar month as the **Start Date** or if there is no date in the relevant subsequent calendar month corresponding to the **Start Date**, the last day of such calendar month.

Employee

'Employee' means anyone who is, or was at the time of any act, incident or event:

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

Endorsement

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

Excess

Excess means the first amount specified in the **Schedule** payable by **You** in respect of each and every **Claim** or **Circumstance** as ascertained after the application of all other terms and conditions of this **Policy**. The **Excess** will be applied to **Defence Costs**, fees and expenses (unless expressly stated otherwise in the **Schedule**).

Insurer/We/Our/Us means:

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

Labour Only Subcontractor

Labour Only Subcontractor is a person who carries out work under your instruction and control.

Limit of Cover

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

Materials

Stock, merchandise or provisions owned by **You** and used in connection with **Your Business**.

Matter

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

Member

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

North America

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

Offshore

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

Period of Insurance

The period of time for which this **Policy** provides cover, commencing on the **Start Date** and continuing for as long as cover is extended on a monthly basis and until the last day of the period for which **You** have paid the **Premium**.

Policy

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

Pollutant

Pollutant means any solid, liquid, gaseous, biological, radiological or thermal irritant, toxic or hazardous substance or contaminant including, but not limited to, **Asbestos**, lead, smoke, vapour, dust, fibres, mould, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and waste. Waste is deemed to include **Materials** to be recycled, reconditioned or reclaimed.

Pollution

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

1. Discharge, seepage, migration, dispersal, release or escape of **Pollutants** at any time;
2. Discharge, seepage, migration, dispersal, release or escape of **Pollutants** at any time that **You** test to monitor, clean up, remove, contain, treat, detoxify or neutralise or in any way respond to or assess the effects of **Pollutants**.

Premises

The address or addresses where **You** run **Your Business** from.

Premium

The monthly amount You pay for cover as specified in the Schedule.

Principal

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

Property

Physical **Property**. **Property** does not include **Data** held on any **Computer System** or media.

Product

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

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

Schedule

Schedule means the document titled **Schedule** that includes **Your** name and address, details of the **Premium** and other variables to this policy (including **Endorsement** clauses) and is incorporated in this policy that **You** have accepted. The **Schedule** may be re-issued from time to time whereupon each successor overrides the earlier document.

Section

Section means any part of this **Policy** numbered and described as a **Section**.

Start Date

The date and where applicable time stated in the **Schedule** upon which **Your** cover begins following **Your** acceptance of **Our** terms and conditions and payment of the **Premium**.

Territorial Limits

The territories shown in the **Schedule**.

Terrorism

1. For England, Scotland and Wales, the acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the **United Kingdom** or any other government de jure or de facto.

2. For Northern Ireland, an act including but not limited to the actual or threatened use of force or violence of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes. This includes the intention to influence any government or put the public or any section of the public in fear.

3. For the Channel Islands and the Isle of Man, an act of any person acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence any government de jure or de facto.

United Kingdom

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

Virus or Similar Mechanism

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

You/Your

1. The person or entity shown on the '**Policy Schedule**' as 'The insured;' and
2. Anyone else within the definition of **'You**/**Your'** in any **Section** of the **Policy**.

'**You/Your**' is extended to include any:

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

War

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

WHAT WE COVER

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

This **Policy** provides cover for **Claims** against **'You** arising from **Bodily Injury** or **Property Damage** to **Property** belonging to others.

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

CLAIMS FOR BODILY INJURY & PROPERTY DAMAGE

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

1. **Bodily Injury** to any person;
2. **Property Damage**;
3. Obstruction, trespass or nuisance;
4. Interference with any right of way, air or light; or
5. Wrongful arrest, detention, imprisonment or eviction, happening during the **Period of Insurance** within the **Territorial Limits**, in connection with the **Business** conducted by **You**.

ADDITIONAL COVERS

INDEMNITY TO PRINCIPALS

We will extend the cover under this **Section**:

a. To any **Principal** of **Yours**:

i. For whom **You** are undertaking activities in the course of a **Business**;

ii. Where **Your** contract with the **Principal** requires **You** to provide such

cover; and

iii. Where the **Claim** arises from carrying out **Your Business** for the **Principal**.

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

CONTINGENT MOTOR LIABILITY

We will extend the cover under this **Section** to include cover for **'You** against compensation payable by **'You**, as a result of a **Claim** brought against **'You** for:

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

However, this does not include cover:

a. As a result of the use of a vehicle that is owned, loaned, leased, hired or rented to **'You** or provided by **'You**;

b. As a result of any use of a vehicle except on a road or in a public place;

c. For liability arising from **Property Damage** to the vehicle itself or anything in or on the vehicle, including any trailer;

d. For liability that results from **Bodily Injury** or **Property Damage** arising while the vehicle is being driven:

i. By **'You**, other than by an **Employee**; or

ii. With the consent of **You** or **Your** representative by anyone who is not legally entitled to drive the vehicle; or

iii. for any liability that is covered under any other insurance.

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

EMPLOYEES' AND VISITORS' PERSONAL BELONGINGS

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

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

HEALTH AND SAFETY DEFENCE COSTS

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

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

HOWEVER, WE DO NOT COVER:

i. Proceedings arising from any deliberate act or omission by **You**;

ii. Compensation ordered or awarded by any court of criminal jurisdiction;

iii. Costs and expenses in connection with any inquest or inquiry or the defence of any criminal proceedings brought in any country outside the **Territorial Limits**;

iv. Costs and expenses where cover is available from any other source or is provided by any other insurance or where, but for the existence of this **Policy**, cover would have been provided by such other source or insurance;

v. Any incident if **Bodily Injury** or **Property Damage** has not occurred; or

vi. Costs under c. Above after any connected civil **Claim** has been resolved.

CROSS LIABILITIES

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

CONTRACTUAL LIABILITY

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

However, this does not include cover for:

a. Any contract for or including the carrying out of work outside of the **Territorial Limits**; or

b. **Claims** arising from any work completed under contract by **You** once this has been handed over to **Your** employer.

LEASED OR RENTED PREMISES

We will cover **Your** legal liability for **Damage** to premises (including fixtures and fittings) that **You** temporarily occupy, lease, rent, or hire in connection with **Your Business**. This cover does not apply to **Damage** to premises caused by any risk that **Your** lease or tenancy agreement says **You** must insure.

LEGAL COSTS

For any **Claim** covered under this **Section**, **We** will pay:

a. **Your** liability for the claimant's legal costs and expenses; and

b. **Defence Costs**.

COURT ATTENDANCE COSTS

We will pay **You** compensation in the event that the legal advisers acting on **Your** behalf require any **Insured**, any **Employee** or any other relevant party (not including expert witnesses), to attend court or any arbitration or adjudication hearing as a witness of fact in connection with a covered **Claim** made against **You**, and **You** first seek **Our** prior written consent, at the following rates for each day or part thereof on which attendance is required:

a) any **Principal** partner, **Member** or director of the **Insured**: £250,

b) any **Employee**: £150,

c) other relevant party: up to £150.

provided that the amount **We** shall pay under this **Section** shall not exceed £5,000 any one **Claim**.

WHAT WE DO NOT COVER

We do not cover liability:

WARRANTIES, INDEMNITIES AND GUARANTEES

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

EMPLOYEES

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

YOUR PROPERTY

For **Property Damage** to any **Property**:

a. Belonging to **You**;

b. loaned, leased, hired or rented to **You**;

c. held in trust by or in the custody or control of any other party carrying out work on **Your** behalf; or

d. which must be insured under the terms of Clause 21.2.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or any similar clause in any contract.

This does not apply to:

a. Vehicles or personal belongings of **Your Employees** or visitors whilst on **Your Premises**;

b. any **Premises** which **You** do not own or rent, where **You** are temporarily carrying out **Your Business**.

VEHICLES

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

a. Aircraft, airborne device or hovercraft;

b. Watercraft exceeding 8 metres in length;

c. Motor vehicle, trailer or plant compulsory insurance or security required under any legislation that governs the use of the vehicle.

This does not apply to:

a. Cover provided under additional covers, contingent motor liability; or

b. The loading or unloading of any such vehicle, trailer or plant where cover is not provided by any other insurance.

POLLUTION SPECIFIC EXCLUSIONS

Arising from **Pollution** that is not caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific time and place during the **Period of Insurance**. All **Pollution** which arises out of one incident will be deemed to have occurred at the time such incident takes place.

DEFECTIVE PREMISES EXCLUSIONS

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

Under the Defective Premises Act 1972 for:

a. **Bodily Injury** or **Property Damage** occurring before **You** disposed of the **Premises** or **Property**; or

b. Any incident that is covered under any other insurance.

ADVICE

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

WORK OFFSHORE

Directly or indirectly due to:

a. Any incident occurring while working on, in or travelling to or from; or

b. The supply of any **Products** to, any **Offshore** accommodation, exploration, drilling or production rig, platform or support vessel.

EXCLUDED PRODUCTS

Arising from manufacture, distribution, retail or supply of:

a. live animals;

b. medical devices, pharmaceuticals or any **Product** which must be medically prescribed;

c. any **Product** used or intended for use in the propulsion, steering, braking, fuel, navigation, control, stability or safety systems of any aircraft, aerial device, boat, watercraft, train, railway or mechanically propelled vehicle;

d. any **Product** which does not meet applicable health, safety, labelling or legal requirements in the **United Kingdom**, or which cannot lawfully be sold or supplied in the **United Kingdom**;

e. tobacco, e-cigarettes, e-liquids or any equipment or device used to consume these products;

f. fireworks, firearms, chemicals, bottled gas, butane or propane products;

g. any **Product** which **You** know to be faulty or unsafe, or which **You** know is subject to a product recall, withdrawal notice or safety notice;

h. any second-hand electrical **Products** unless it has been tested and confirmed as safe for sale by a qualified PAT tester or registered electrician before sale;

i. any **Product** where **You** cannot provide reasonable written evidence identifying its source, manufacturer or supplier;

j. any **Product** in respect of which **You** have not maintained **Your** rights of recourse against the manufacturer or wholesaler;

k. any **Product** not manufactured by **You** to which **You** have applied **Your** own name, logo or brand, including on the **Product** or its packaging.

DAMAGE TO PRODUCTS

Caused by or arising from a defect in or the unsuitability of any **Products** sold or supplied by **You**.

PRODUCT RECALL

Caused by or arising from any decision or requirement to recall or withdraw **Products** from sale or use.

PRODUCTS SUPPLIED OUTSIDE OF SPECIFIED REGIONS

Arising directly or indirectly from manufacture, distribution, retail or supply of any:

a. **Products** designed, marketed or supplied for use by children;

b. cosmetics or perfumes;

c. personal protective and safety equipment

d. electrical goods or electrical accessories unless such **Products** comply with all applicable UK product safety legislation and are supplied with the required conformity marking, declaration of conformity, safety information, instructions and labelling.

which are manufactured outside or sourced from a supplier located outside of **United Kingdom**, North America, European Union, South Africa, Australia, New Zealand, European Free Trade Association Countries, Singapore or Japan.

DELIBERATE ACTS

For any deliberate act or omission by **You**.

CONTRACTUAL LIABILITY

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

FINES AND PENALTIES

For any:

a. Fines Or Penalties;

b. Costs Of Appeal Against Any Improvement Or Prohibition Notices;

c. Fees For Intervention Payable Under The Health And Safety Fees (Regulations) 2012;

d. Compensation Ordered Or Awarded By A Court Of Criminal Jurisdiction; or

e. Liquidated, Punitive, Aggravated, Restitutionary, Exemplary or Multiplied Damages.

ABUSE

For any **Abuse** to any person.

USE OF HEAT

Directly or indirectly due to the use of any:

a. Electric oxy-acetylene or similar welding or cutting equipment;

b. Cutting and grinding equipment using abrasive disks or wheels;

c. Blow lamp, blow torch, hot air gun or hot air stripper;

d. Asphalt, bitumen, tar or pitch heater; or

e. Thermal lance,

unless disclosed to and accepted by **Us**.

OUTSIDE TERRITORIAL LIMITS

Directly or indirectly due to **Business** conducted by **You** outside the **Territorial Limits**.

AVIONICS

Directly or indirectly due to **Avionics**.

CLAIMS IN NORTH AMERICA

Arising from any **Claim**, loss, liability, or action brought:

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

b. To enforce a judgment obtained in any Court of the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada.

FINANCIAL DIFFICULTY

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

DIRECTORS' DUTIES

Of any director or **Principal** for a breach of their duty to manage the **Business** in accordance with their legal or regulatory obligations.

COMPETITION LAWS

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

CONNECTED PARTIES

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

COMMUNICABLE DISEASE

For all actual or alleged **Claim**, loss, liability, **Damage**, compensation, injury, sickness, disease, death, medical payment, **Defence Costs**, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**. For the purposes of this exclusion, **Claim**, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, **Defence Costs**, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a **Communicable Disease**. This exclusion overrides any contrary term of this **Policy**.

WAR

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

COMMOTION IN NORTHERN IRELAND

Directly or indirectly due to civil commotion in Northern Ireland.

SONIC BANGS

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

IRRADIATION OR CONTAMINATION BY NUCLEAR MATERIAL

Directly or indirectly due to:

a. Ionising radiation or contamination by radioactivity from any:

   i. Nuclear fuel or from the combustion of nuclear fuel; or

   ii. Nuclear waste; or

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

ASBESTOS

Directly or indirectly due to **Asbestos**.

PRIOR CIRCUMSTANCES

That have been, or should have been, notified under any other insurance in place before the **Start Date** of the **Period of Insurance**.

VIRUS OR HACKING

Directly or indirectly due to any **Virus** or hacking.

CYBER LIABILITY

Directly or indirectly due to any **Cyber Loss** or any **Business** activity via:

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

ELECTRONIC RISKS

Directly or indirectly arising from:

a. **Damage** to, unavailability of, or loss of **Data**. This includes:

i. **Damage** to, or loss or corruption of, **Data**.

ii. Unauthorised processing, storage, retention, exfiltration, appropriation, use or modification of, or access to, **Data**.

iii. Unauthorised disclosure or transmission of **Data** to any third party.

iv. **Damage** or loss arising from the misinterpretation or misuse of **Data**; or

v. **Damage** or loss arising from any operator error in relation to **Data**; or

b. Due to:

i. The transmission of a **Virus**.

ii. Unauthorised access to a **Computer System**.

iii. Interruption of, or interference with, any means of communication used in the conduct of **Your Business**, including any reduction in the performance of any website.

iv. The complete or partial failure or inability to perform or function of a **Computer System**; or

OTHER INSURANCE

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

CONFISCATION

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

DISHONESTY

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

HIGH RISK WORK

Directly or indirectly:

a. Due to construction work, building work, property or ground maintenance/repair or facilities maintenance/repair at, or in relation to:
    i. Power stations or nuclear establishments.
    ii. Oil, gas or chemical refineries, bulk storage facilities or production premises.
    iii. Aircraft.
    iv. Watercraft.
    v. Railways or airports.
    vi. Underground or underwater locations, piling work or water diversion.
    vii. Towers, steeples, chimneys, shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.
    viii. Hospitals and other medical facilities
    ix. Quarries

x. The pharmaceutical industry

xi. Laboratories

b. Due to:

i. The use of explosives.

ii. The erection or repair of buildings or structures more than 20 metres in height; or

iii. Excavation work more than 3 metres in depth, unless disclosed to and accepted by Us before the start of the Policy.

GENERAL CONDITIONS

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

BONA FIDE SUBCONTRACTORS

Where **Bona Fide Sub-Contractors** undertake work on **Your** behalf, **You** must comply with the following condition:

You must obtain evidence that **Bona Fide Sub-Contractors** have public liability insurance which:

Covers the work to be undertaken by the **Bona Fide Sub-Contractor**;

Has a **Limit of Cover** of not less than **Your** contractual liability or that provided by this **Policy**;

Includes an indemnity to principal clause; and

Remains in force throughout the duration of the contract with **You**.

PRESENTATION OF THE RISK

Before any cover under this **Policy** can start or whenever changes are made to it, **You** must provide **Us** with a 'fair presentation of the risk' to be insured.

The presentation must:

a. Include all material facts which are known, or ought to be known, by **You**, **Your** senior management or anyone arranging the **Policy** on **Your** behalf.

b. be made following a reasonable search; and

c. be reasonably clear and accessible.

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

FAILURE WHEN PRESENTING THE RISK WHICH IS DELIBERATE OR RECKLESS

If **You** deliberately or recklessly fail to comply with the obligation under presentation of the risk above, **We** can avoid the **Policy**. **We** will be entitled to:

a. Refuse to cover any **Claim** under the **Policy** and treat it as if it never came into existence.

b. Require **You** to repay all payments already made by **Us** under the **Policy**; and

c. Keep any **Premium** payments **You** have made.

FAILURE WHEN PRESENTING THE RISK WHICH IS NEITHER DELIBERATE NOR RECKLESS

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

If **We** would have:

a. Refused to insure **You**, **We** can avoid the **Policy**. This means **We** will have the rights under a. and b. above, although **We** will return any **Premium** payments **You** have made.

b. Insured **You**, but the terms of the **Policy** would have been different, the **Policy** will remain in force as if those alternative terms had applied since the start of the **Period of Insurance**. This does not apply to anything that only affects the **Premium**; or

c. Insured **You**, but charged a higher **Premium**, the amount **We** pay for any **Claim** under the **Policy** will be proportionately reduced or **We** will require any additional **Premium** to be paid by **You** prior to settling the **Claim**, by reference to the difference between the **Premium** charged and the **Premium We** would have charged if **You** had provided a fair presentation.

We will apply the following calculation to any proportionate reduction:

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

CHANGE OF RISK

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

a. **You** may, with immediate effect, seek to replace this **Policy** with a new **Policy** by processing the required change in cover through the use of the on-line customer portal provided by, or by contacting, Suited.

b. If **Your** request is accepted, this **Policy** shall be cancelled at the time the request is processed and a new **Policy** may be issued.

c. **We** may cancel the **Policy** with effect from the date of the material changes or additions. if the new information that **You** have provided to **Us** means that **We** would not offer an insurance quote. **We** do not cover any changes to the **Business** unless **You** have told **Us** about them, and **We** have agreed to provide cover.

d. WhereWecancel this **Policy** on that basis above **You** shall be entitled to a pro rata refund of **Premium** for the unexpired period of cover under this **Policy**.

PRECAUTIONS

You must at **Your** expense:

a. Take all reasonable precautions to prevent or minimise the likelihood of any act, incident or event that could lead to a **Claim** under this **Policy**.

b. Ensure that all **Property** covered under the **Policy** is maintained in a good state of repair.

c. Exercise reasonable care in the selection of **Employees** and give them adequate resources and training to maintain a sufficient level of competence to fulfil their duties.

d. Comply with all relevant legal requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of **Property** and people.

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

f. Ensure all **Data** is backed up.

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

PREMIUM PAYMENT

a. **You** must pay the **Premium** by the **Due Date**,

b. If **You** do not pay the **Premium** in accordance with clause a.:

   i. **We** will not make any payment under the **Policy**.

   ii. **We** will automatically cancel the **Policy** so that cover will cease at the end of the monthly period for which **You** have paid the **Premium**.

c. If **you** do not pay the **Premium** in accordance with clause a. but **you** pay **Us** the overdue **Premium** within 14 days from the **Due Date**, **We** will reinstate **Your Policy** so that there is no interruption in **Your** cover.

POLICY REVIEW

Irrespective of the other provisions in this **Policy**:

a. **We** will review the terms and conditions of the **Policy**, including the **Premium,** periodically and every twelve months, and **We** reserve the right to change the **Premium** and the terms and conditions.

b. If **We** make a change(s) **We** will give **You** a minimum of 28 days notice and issue a new **Policy** for the next **Period of Insurance**, which will be made available to **You** through the Suited online customer portal.

c. **You** are under no obligation to accept those changes and may cancel **Your Policy** prior to those changes taking effect. The **Policy** will expire at the end of the calendar month for which **You** have paid for cover.

CANCELLATION BY YOU

a. **You** may cancel this **Policy** at any time by processing the required change in cover through the use of the on-line customer portal provided by, or by contacting, Suited.

b. If **You** request a cancellation, **Your Policy** will expire on the last day of the monthly period for which **You** have paid the **Premium**.

c. The **Premium You** have paid is not refundable.

CANCELLATION BY US

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

RIGHTS OF THIRD PARTIES

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

INTERESTS OF THIRD PARTIES

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

GOVERNING LAW AND JURISDICTION

We will only cover **Claims** brought against **You** in the courts of the territories shown in the **Schedule**.

Any legal proceedings between **You** and **Us** in connection to this **Policy** will only take place in the courts of the **United Kingdom**.

ARBITRATION

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

SUSPENSION OF COVER

In respect of any cover under Additional Covers, Health and Safety **Defence Costs**, **We** may:

a. At any reasonable time inspect any **Premises** or other relevant **Property**; and

b. In the event of any defect or danger being identified, give written notice to

You that **Our** liability is suspended in respect of any incident that may arise from any such defect or danger.

APPOINTMENT OF INDEPENDENT SERVICE PROVIDER

For **Claims** under Additional Covers, Health and Safety **Defence Costs**, **We** will pass the **Claim** to a service provider to administer the **Claims** settlement on **Our** behalf, under the terms of **Our** agreement with them.

CLAIMS CONDITIONS AND PROCEDURE

If **You** need to make a **Claim** under the **Policy**, the following **Claims** Conditions apply if shown as insured in the **Schedule**.

CLAIMS NOTIFICATION

How to Report a **Claim**

If **You** need to report a **Claim**, please either:

1. Complete and return the relevant claims form at www.admiralbusiness.com/make-a-claim.
2. Email **Your Claim** details to claims@admiralbusiness.com.
3. Call 020 3808 7099 to report **Your Claim**.

You must report any **Claim** you wish to bring under this **Policy**, any **Claim** made against **You**, or any incident or act that could result in a **Claim**, as soon as reasonably possible, and in any case, within 14 days of becoming aware of the event. If **You** fail to report the **Claim** within this timeframe, it may not be covered under this **Policy.**

INFORMING THE POLICE

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

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

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

INFORMATION

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

NO ADMISSIONS

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

RECOVERIES

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

DEFENCE OF CLAIMS

For any **Claim** against **You** that is covered under the **Policy**, **We** have the right to:

a. Conduct the defence of the **Claim**.

b. Instruct legal advisors or other suitable experts; and

c. Agree a settlement of the **Claim**.

MAXIMUM PAYMENT

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

VALUE ADDED TAX

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

NON-COMPLIANCE WITH CONDITIONS

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

LEGAL REPRESENTATIVE APPOINTED BY US

Neither **You** or **Us** will be required to contest any legal proceedings unless a legal representative appointed by **Us** advises that taking such action has a reasonable prospect of success, taking into consideration the economics of the **Matter**, the damages and costs which are likely to be recovered by the claimant, the likely costs and the prospects of **You** successfully defending the **Claim**.

FRAUDULENT CLAIMS

We won't pay for any **Claim** if **You** or anyone acting on **Your** behalf:

a. Makes a fraudulent **Claim**.

b. Makes a false declaration or statement in support of a **Claim**

c. Puts a fraudulent device forward in support of a **Claim**

We:

d. Are not liable to pay the **Claim**;

e. May recover any part of the **Claim** already paid from the relevant Insured; and

f. May by notice to **You** under this **Policy** as having been terminated with effect from the time of the first fraudulent act, in which case **We** are not liable to that Insured in respect of a relevant event occurring after that time and may retain any **Premium**.

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

COMPLAINTS PROCEDURE

COMPLAINTS & ENQUIRIES

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

Complaint Manager,
Admiral Business
Able Insurance Services Limited,
Ty Admiral, David Street,
Cardiff, United Kingdom,
CF10 2EH
Tel: 02038087099
Email: complaints@admiralbusiness.com

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

The Financial Ombudsman,
Service Exchange Tower
London E14 9SR
www.financial-ombudsman.org.uk
Tel: 0800 0 234 567 or: 0300 123 9 123
Email: complaint.info@financialombudsman.org.uk

FINANCIAL SERVICES COMPENSATION SCHEME

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

You can contact the Financial Services Compensation Scheme using the details below:

Financial Services Compensation Scheme
10th Floor Beaufort House
15 St Botolph Street
London, EC3A 7QU
enquiries@fscs.org.uk
0800 678 1100 or 020 7741 4100
www.fscs.org.uk