



**COMMERCIAL
EXPRESS**

NVA CombLiab 2016



COMBINED LIABILITY INSURANCE

INTRODUCTION

Thank you for choosing Novae Syndicates Limited for your insurance. Please check that this document and the **Schedule** meet **your** needs and that **you** understand them.

If **you** have any questions about these documents, please contact **your** broker or agent who will be pleased to help **you**.

This **policy** wording, the **schedule** and any **endorsements** should be read as if they were one document and, together, they represent the contract between **you** and **us**.

This document sets out what is and what is not covered. The **schedule** shows the sections of cover **you** have chosen. This is a legal document and should be kept in a safe place.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, in the manner and to the extent provided in this contract during the **period of insurance**, subject to the terms and conditions contained in or endorsed on this policy.

Please read this **Policy** wording and the **schedule** carefully. Please also pay particular attention to any **endorsements** which have been added to **your** policy. If any **endorsements** are conditions precedent to liability and you fail to follow these requirements then this may invalidate your claim or the **Policy** as a whole. If these documents do not meet **your** needs, please contact **your** broker.

INFORMATION YOU HAVE GIVEN US

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** have a duty to inform **us** of every material circumstance that **you** know or ought to know or anyone responsible for **your** insurances knows or ought to know, in a way that is reasonably clear and accessible to **us**. **You** also have a duty to answer any questions **we** have asked **you** accurately and to ensure that any information **you** do provide is correct.

If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** will treat this insurance as if it never existed, decline all claims, and retain the premium.

If **you** have been in breach of **your** duty in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and premium, but **your** breach has not been deliberate or reckless, **we** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered; or
- amend the terms of your insurance. **We** will then apply these amended terms as if they were already in place at the time of the circumstances giving rise to a claim; and/or
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; and/or
- cancel **your policy** in accordance with the cancellation condition detailed in this document.

We or **your** insurance broker or agent will write to you if **we**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of your **policy**; or
- require **you** to pay more for your insurance.

DEFINITIONS

Wherever the following words appear in **bold** in this insurance policy they will have the meanings shown below.

For the purpose of this **Policy**:

- (a) **Business** means **your** business specified in the **Schedule** conducted at or from premises in the **Insured Territories** and includes
 - (i) ownership, repair and maintenance of **your** own property
 - (ii) provision and management of canteen, social, sports, first aid, fire fighting and welfare organisations for the benefit of any **Person Employed**
- (b) **Damage** means accidental loss of or accidental damage to tangible property
- (c) **Defence Costs** means all costs fees and expenses incurred by **you** with **our** prior written consent
- (d) **Endorsement(s)** means any endorsements issued by **us**, attached to and expressly intended to form part of this **Policy**
- (e) **Excess** means the amount of **your** retained liability as stated in the **Schedule**
- (f) **Financial Loss** means any monetary loss unaccompanied by **Injury** or **Damage**
- (g) **Indemnity Limit** means the applicable limit stated in the **Schedule**
- (h) **Injury** means death, bodily injury, illness or disease of or to any person
- (i) **Insured Territories** means Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- (j) **Liquidated damages** means Damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract at the time the contract was made.
- (k) **Occurrence** means an accident including continuous or repeated exposure to substantially the same general conditions which results in **Injury** or **Damage** neither expected nor intended by **you**
- (l) **Period of Insurance** means the period stated in the Schedule
- (m) **Person(s) Employed** means any
 - (i) employee under a contract of service or apprenticeship with **you**
 - (ii) labour master and persons supplied by them
 - (iii) labour only sub-contractors
 - (iv) self employed person working for and under **your** control
 - (v) person hired or borrowed by **you**

- (vi) person undertaking study or work experience or youth training scheme with **you**
- (vii) voluntary workers or volunteers whilst working for **you** in connection with the **Business**
- (n) **Policy** means this **policy** wording, the **Schedule**, and **Endorsements** and any other documents expressly incorporated into this **Policy**.
- (o) **Product** means any tangible property after it has left **your** custody or control which has been designed, specified, formulated, manufactured, constructed, installed, erected, sold, hired out, supplied, distributed, treated, processed, serviced, altered, worked on or repaired by or on **your** behalf in connection with the **Business**
- (p) **Proposal** means any information provided or declaration made by **you** in connection with the **Policy** whether by means of a formal proposal or otherwise
- (q) **Punitive or exemplary damages** means damages that punish the person they are awarded against, as well as compensate the person they are awarded to.
- (r) **Schedule** means the schedule attached to and forming part of this **Policy**
- (s) **You/Your/you/your/Insured** means
 - (i) the person, persons or corporate body named in the **Schedule**
 - (ii) **your** subsidiary companies notified to and expressly accepted in writing by **us** as covered under this **Policy**

Provided that the number of parties claiming an indemnity will in no way operate to increase the applicable **Indemnity Limit** or any other limit under this **Policy**.

- (t) **We/Our/we/us/our/Insurer** means Novae Syndicates Ltd and/or any subscribing underwriters as stated in the **Schedule**

SECTION A – EMPLOYERS LIABILITY

SECTION A – INDEMNITY (WHAT IS COVERED)

We will indemnify **you** against **your** legal liability to pay compensatory damages (including claimant costs, fees and expenses) for **Injury** to any **Person Employed** where such **Injury** arises out of and is sustained in the course of employment by **you** and occurs during the **Period of Insurance** within

- (a) the **Insured Territories**;
- (b) elsewhere in the world in respect of temporary visits by **Persons Employed** normally resident in the **Insured Territories**

Provided that the action for damages is brought against **you** in a court of law in the **Insured Territories**

We will also pay **Defence Costs** in the defence or settlement of any claim under this Section.

Our total liability under this Section will not exceed the **Indemnity Limit** in respect of any one claim against **you** or series of claims against **you** arising out of one **Occurrence**. The **Indemnity Limit** includes **Defence Costs**.

SECTION A – EMPLOYER'S LIABILITY COMPULSORY INSURANCE CLAUSE

The indemnity granted by this Section is considered to be in accordance with the provisions of any law enacted in the **Insured Territories** relating to compulsory insurance of liability to employees

If **we** have paid any sum which would not have been paid but for the provisions of such law then **you** must within 14 days repay such sum to **us**.

SECTION A – EXTENSIONS

Unsatisfied Court Judgments

In the event that

- a) a judgment for damages is obtained against any company or individual operating from premises within the **Insured Territories** by any **Person Employed** or their personal representative in respect of **Injury** caused during the **Period of Insurance** arising out of and in the course of their employment by **you** in the **Business**,

and

- b) it remains unsatisfied in whole or in part six months after the date of such judgment

we will indemnify the **Person Employed** or their personal representative up to the **Indemnity Limit** of Section A for the amount of damages and awarded costs which remain unsatisfied as long as

- i) there is no appeal outstanding, and
- ii) any payment made by **us** will only be in respect of **Injury** for which **you** would have been entitled to indemnity under this Section of the **Policy** if the judgment had been made against **you**, and

- iii) **we** will be entitled to take over and prosecute for **our** own benefit any claim against any other party and **you**, the **Person Employed** or any personal representative(s) must give all information, consent and assistance required in relation to this claim

SECTION A – EXCLUSIONS

This Section will not apply to liability:

- (a) for which road traffic legislation requires compulsory insurance or security
- (b) for any amount payable under any workman's compensation, social security or health insurance legislation or similar legislation or any medical and/or repatriation costs
- (c) arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform onto land

SECTION B – PUBLIC LIABILITY

SECTION B – INDEMNITY (WHAT IS COVERED)

We will indemnify **you** against **your** legal liability to pay compensatory damages (including claimant costs fees and expenses) for accidental **Injury** and/or **Damage** occurring during the **Period of Insurance** in connection with the **Business** within

- (a) the **Insured Territories**
- (b) elsewhere in the world in respect of liability arising out of temporary visits by **Persons Employed**, provided that the **Person Employed** is normally resident in the **Insured Territories**

We will also pay **Defence Costs** in the defence or settlement of any claim under this Section.

Our total liability under this Section will not exceed the **Indemnity Limit** in respect of any one claim against **you** or series of claims against **you** arising out of one **Occurrence**. **Defence Costs** are payable in addition to the **Indemnity Limit**.

SECTION B - EXTENSIONS

Defective Premises Act

We will indemnify **you** against **your** legal liability to pay compensatory damages (including claimant costs fees and expenses) for **Injury** and/or **Damage** occurring during the **Period of Insurance** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by **you** and prior to such disposal were owned by **you** in connection with the **Business**.

Provided always that **we** will not be liable under this Extension

- i. for the cost of remedying any defect or alleged defect in the said premises disposed of
- ii. in respect of liability more specifically insured under any other insurance

Motor Contingent Liability Extension

Aside from Exclusion B c) **we** will indemnify **you** in respect of **Injury** or **Damage** arising out of the use of any motor vehicle owned by a **Person Employed** and being used in the course of your **Business**

Provided always that no indemnity is provided by this Extension:

- i. in respect of **Injury** to any person being carried by motor cycle
- ii. for loss of or **Damage** to any vehicle and/or contents within such vehicle
- iii. for **Injury** or **Damage** arising while such vehicle is being driven by **you** or any **Person Employed** other than the owner of such vehicle
- iv. if such vehicle is more specifically insured
- v. for any **Person Employed** whilst driving or in charge of such vehicle
- vi. if such vehicle is being used outside Great Britain Northern Ireland the Isle of Man and the Channel Islands

Overseas Personal Liability

We will indemnify **you** and any **Person Employed** or **your** directors (including their family or persons normally resident with them) against legal liability for **Injury** or **Damage** occurring during the **Period of Insurance** incurred in a personal capacity while temporarily outside the **Insured Territories** in connection with the **Business**

Provided always that no indemnity is provided by this Extension

- i. arising out of ownership or occupation of land or buildings or
- ii. where indemnity is provided by any other insurance

Consumer Protection Act and Food Safety Act

We will indemnify **you** up to the **Indemnity Limit** in respect of

- i. costs of prosecution awarded; and
- ii. legal fees and expenses incurred with **our** prior written consent;

in the defence of criminal proceedings brought against or in an appeal against conviction of **you** and any of **your** directors or **Persons Employed** in respect of breach of Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990 provided the proceedings relate to an offence committed or alleged to have been committed during the **Period of Insurance** and in the course of the **Business** and in connection with a claim which may form the subject of indemnity under this policy

The indemnity will not apply

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

SECTION B – EXCLUSIONS

This Section will not apply to liability for:

- a) claims within the scope of cover set out in Sections A and C whether or not such

Sections are in force or cover is excluded

- b) **Injury or Damage** arising out of or in connection with any **Product**
- c) claims arising out of the ownership, possession or use by or on behalf of **you** or any person or party entitled to indemnity of any motor vehicle or trailer for which compulsory insurance or security is required by legislation other than claims;
 - i. caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any road traffic legislation
 - ii. arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract
 - iii. out of any motor vehicle or trailer temporarily in **your** custody or control for the purpose of parking except liability for which compulsory insurance or security is required by legislation governing the use of any motor vehicle or trailer
- d) claims arising out of the ownership possession or use by or on behalf of **you** of any aircraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways)
- e) **Damage** to property owned, leased to, hired by, under hire purchase, on loan to or held in trust by **you** or otherwise in **your** care custody or control other than
 - (i) clothing and personal effects of **Persons Employed** and visitors
 - (ii) premises (including contents within such premises) temporarily occupied by **you** for work therein or thereon but no indemnity will be granted for **Damage** to that part of the property on which **you** are or have been working and which arises out of such work
 - (iii) premises tenanted by **you** provided always that
 - (a) details of such premises have been disclosed to **us**
 - (b) liability for such **Damage** is not assumed by **you** under agreement where liability would not have existed in the absence of the agreement
 - (c) **we** will not be responsible for the first £500 of such **damage**
 - (d) **we** will not cover **Damage** caused by fire or explosion
- f) claims which fall under '**EXCLUSIONS APPLICABLE TO SECTIONS B AND C**'

SECTION C – PRODUCTS LIABILITY

SECTION C – INDEMNITY (WHAT IS COVERED)

We will indemnify **you** against **your** legal liability to pay compensatory damages (including claimant costs, fees and expenses) for accidental **Injury** and/or accidental **Damage** occurring during the **Period of Insurance** arising out of or in connection with any **Product**

We will also pay **Defence Costs** in the defence or settlement of any claim under this Section.

Our total liability under this Section will not exceed the **Indemnity Limit** in respect of any one claim against **you** or series of claims against **you** arising out of one **Occurrence**. **Defence Costs** are payable in addition to the **Indemnity Limit**.

SECTION C – EXCLUSIONS

This Section will not apply to liability for claims:

- (a) within the scope of cover set out in Section A and B whether or not such Sections are in force.
- (b) for costs incurred in the repair, reconditioning or replacement of any **Product** or **Product** part which is alleged to be defective
- (c) arising out of the recall of any **Product** or **Product** part
- (d) arising out of any **Product** which with **your** knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, hovercraft or offshore rig installation or platform
- (e) arising out of any **Product** which **you** know or should reasonably know is to be delivered or used in the United States of America or Canada or any territory which operates under the laws of the United States of America or Canada unless **you** have expressly requested that there will be no such limitation and have accepted the terms offered by **us** in granting such cover. Such cover will be limited to that expressly provided for in any **Endorsement**.
- (f) arising out of the failure of any **Product** or **Product** part to fulfil the purpose for which it was intended unless due to an unintended and unexpected defect in the manufacture and/or assembly of such **Product** or **Product** part
- (g) arising from **Damage** to the **Product** or any **Product** part
- (h) arising from circumstances known to **you** prior to the commencement of the **Period of Insurance**
- (i) which fall under ‘**EXCLUSIONS APPLICABLE TO SECTIONS B AND C**’

EXCLUSIONS APPLICABLE TO SECTIONS B AND C

Sections B and C do not cover liability:

- (a) arising out of the deliberate, conscious or intentional disregard by **your** technical or administrative management of the need to take all reasonable steps to prevent **Injury or Damage**
- (b) arising out of **liquidated damages** clauses penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
- (c) arising out of pollution or contamination of the atmosphere or of any water, land, buildings or other tangible property except to the extent that it can be proved that such pollution or contamination
 - (i) was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the **Period of Insurance**
 - (ii) was not the direct result of **you** failing to take reasonable precautions to prevent such pollution or contamination

provided always **our** total liability to pay compensation and claimants' costs fees and expenses for such pollution or contamination will not exceed the sum stated in the **Schedule** in the aggregate during **Period of Insurance** and that all such pollution or contamination which arises out of one incident will be considered for the purposes of this **Policy** to have occurred at the time such incident takes place

- (d) caused by, happening through, as a result of or in any way connected with war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- (e) arising out of or in any way connected with or relating to
 - (i) the recognition, interpretation, failure to recognise or interpret or calculation, comparison, differentiation, sequencing or processing of data involving one or more dates or times by any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment whether **your** property or not
 - (ii) any change, alteration, correction or modification involving one or more dates or times to any such computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment whether **your** property or not

This exclusion applies regardless of any other cause which contributes concurrently or in any sequence to such loss, **Damage**, expense, liability or claim

- (f) arising from or caused by design, formula, specification, technical or professional service or advice given by **you** for a fee or in circumstances where a fee would normally be charged or by anyone acting on **your** behalf
- (g) arising in respect of liability for **Financial Loss**

- (h) arising under a contract or agreement but which would not have arisen in the absence of such contract or agreement
- (i) arising in respect of liability for loss caused by, resulting from, arising from, relating to or in any way connected with **your** use of or reliance upon or sale or supply of any computer, hardware or related information, technology or communication system, any computer software, internet or intranet website or similar facility, system or network and/or any electronic data or related information

provided that this clause will not exclude claims for Injury caused by an accident involving physical contact with computer hardware
- (j) arising in respect of any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part)
- (k) arising from **Injury** to any **Person Employed** where such **Injury** arises out of and in the course of **your** employment of any **Person Employed**
- (l) for any award of **punitive or exemplary damages** whether as fines, penalties, multiplications or compensatory awards or damages or in any other form

EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

This **Policy** does not cover liability

- (a) caused by or contributed to by arising from or in any way connected with or relating to
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component

Provided that in respect of claims arising out of **Injury** which form the subject of indemnity under Section A Employers Liability this Exclusion will only apply to liability

- (i) of any party to whom indemnity is granted under Clause (d) (or their personal representatives) of **Policy** Extension 'Indemnity to Others' and/or
 - (ii) assumed by **you** by agreement which would not have attached in the absence of such agreement
-
- (b) arising from **Injury** or **Damage** cost or expense of any nature caused by, resulting from or in any way connected with or relating to any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

For the purpose of this Exclusion an Act of Terrorism means an act including but not limited to the threat and/or the use of violence of any person or group(s) of persons

whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

This Exclusion also excludes **Injury** or **Damage** cost or expense of any nature caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism

If **we** allege that by reason of this Exclusion any **Injury** or **Damage** cost or expense is not covered by this **Policy** the burden of proving to the contrary will be upon **you**

In respect of Section A Employers Liability this Exclusion will only apply in excess of £5,000,000 any one claim against **you** or series of claims against **you** arising out of one **Occurrence** (inclusive of **Defence Costs**).

- (c) arising from or in any way relating to asbestos or asbestos fibres including but not limited to **Injury** or **Damage** caused by or in any way connected with asbestos or asbestos fibres or any commodity, article or thing containing asbestos or asbestos fibres or the cost of removing, nullifying or cleaning up asbestos fibres or any commodity, article or thing containing asbestos or asbestos fibres

In respect of Section A Employers Liability this Exclusion will only apply in excess of £5,000,000 any one claim against **you** or series of claims against **you** arising out of one **Occurrence** (inclusive of **Defence Costs**).

POLICY EXTENSIONS

Compensation for Court Attendance

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

- (a) any director or partner £250 per day
- (b) any **Person Employed** £150 per day

Provided that **our** total liability under this Extension during the **Period of Insurance** does not exceed £5,000

Indemnity to Others

the indemnity granted in each Section of this **Policy** extends to

- (a) **your** directors, officers, employees and partners arising out of and in the course of the proper performance of their obligations in respect of the **Business**
- (b) officers, committee and members of **your** canteen, social, sports, first aid, fire fighting and welfare organisations in their respective capacity as such

- (c) any person or firm arising out of the performance of a contract with **you** comprising of the provision of labour only
- (d) where **you** request, any principal for legal liability in respect of which **you** would have been entitled to indemnity under this **Policy** if the claim had been made against **you** arising out of work carried out by **you** under a contract or agreement
- (e) the personal representatives of any person or party indemnified by reason of this Extension in respect of legal liability incurred by such person

Provided always that

- (i) all such persons or parties must observe, fulfil and be subject to the terms conditions and exclusions of this **Policy** as though they were **you**
- (ii) **our** liability under this Extension will in no way operate to increase the applicable **Indemnity Limit** or any other limit regardless of the number of parties claiming an indemnity

Criminal Prosecution Costs and Inquests

Defence Costs in each Section of this **Policy** is extended to include

- (i) costs of prosecution awarded against **you** and the legal fees and expenses incurred with **our** prior written consent in the defence of any investigation or prosecution of **you** for actual or alleged
 - (a) offences under Part I of the Health & Safety at Work etc Act 1974 (and/or any UK legislation of similar effect)
 - (b) corporate manslaughter or corporate homicide against **you** or other person insured by this **Policy** under the Corporate Manslaughter and Corporate Homicide Act 2007provided that **we** will not be liable for any fines or penalties imposed as a consequence of such prosecution or for any costs, fees and/or other expenses incurred by or on **your** behalf or other person insured by this **Policy** in complying with a publicity and/or remedial order made under the Corporate Manslaughter and Corporate Homicide Act 2007
and also provided that the total sum payable in respect of corporate manslaughter and corporate homicide in (b) above will not exceed £1,000,000 in total for all such claims during the **Period of Insurance**
- (ii) the legal fees and expenses incurred with **our** prior written consent in **your** representation at any Coroner's Inquest or Fatal Accident Inquiry
- (iii) the legal fees and expenses incurred with **our** prior written consent in **your** defence at any proceedings in a Court of Summary Jurisdiction

in respect of **Injury** or **Damage** which may form the subject of indemnity under each respective Section of this **Policy**

GENERAL CONDITIONS (Applicable to the whole of this insurance policy)

Fair Presentation of Risk

You must provide to **us** a fair presentation of the risk at inception, renewal and variation of this **Policy**.

A "fair presentation of risk" means **you** must disclose to **us**

(i) every material circumstance which **you** know or ought to know (including matters known to those responsible for **your** insurance, and, if **you** are not an individual, matters known to your senior management) or

(ii) sufficient information to put **us** on notice that **we** need to make further enquiries for the purpose of revealing those material circumstances and

(iii) such disclosure is in a manner which would be reasonably clear and accessible to **us** and

(iv) in which every material representation as to a matter of fact is substantially correct and every material representation as to a matter of expectation or belief is made in good faith.

A circumstance or representation is material if it would influence **our** judgement as a prudent insurer in determining whether to take the risk insured by this **Policy** and if so on what terms.

In the event of any failure by **you** to provide such a fair presentation of risk:

(i) **we** may avoid this **Policy** and refuse all claims if:

(a) such failure was deliberate or reckless and/or

(b) **we** would not have entered into this **Policy** on any terms if **you** had made a fair presentation of the risk.

Should **we** avoid the **Policy**, **we** will return the premium paid to **you** unless such failure was deliberate or reckless.

(ii) if **we** would have entered into the **Policy** but on different terms had **you** made a fair presentation of the risk **we** may:

(a) reduce proportionately the amount to be paid on any claim if **we** would have charged a higher premium calculated by applying the percentage that the actual premium charged bears to the higher premium

(b) treat the **Policy** as entered into on any such different terms (other than relating to the premium) that **we** would have entered into had **you** made a fair presentation of risk.

Reasonable Precautions

You must at **your** own expense:

(i) take all reasonable precautions to prevent **Injury** or **Damage** and the sale or supply of **Products** which are defective in any way

(ii) exercise care in the selection and supervision of **Persons Employed**

- (iii) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime take any additional precautions as the circumstances require
- (iv) cease any activity that has given rise to the **Damage** or **Injury** or can reasonably be expected to give rise to further **Damage** or **Injury**.
- (v) comply with all statutory requirements and other safety regulations imposed by any authority
- (vi) comply with all the terms and conditions of this **Policy** and ensure that any actions required by the **Policy** have been completed. Failure to comply may result in **your** claim being declined or only paid in part.

Change of Risk

You must give notice to **us** as soon as possible of any alteration or any change of;

- (i) circumstances which materially affects the risk insured by this **Policy**; and
- (ii) any material change to the information provided in the **Proposal**.

Cancellation

Your Rights

If **you** wish to cancel this insurance **Policy** and cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

To cancel, please contact **your** broker.

Our Rights

We may cancel this **Policy**, by sending 30 days written notice to **your** last known postal address. **We** will only cancel this **Policy** for a valid reason. Valid reasons include but are not limited to the following:

- Where **we** reasonably suspect fraud.
- Where **you** are required in accordance with the terms of this insurance to co-operate with **us**, or send **us** information or documentation within a given time period specified by **us** and **you** fail to do so in a way that materially affects **our** ability to process a claim or **our** ability to defend **our** interests.
- Where **we** are made aware of changes in **your** circumstances which mean that it is no longer possible for **us** to continue to provide cover under this **Policy**.
- Use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers.

If **we** cancel the **Policy** under this section, **you** will in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided cover, be entitled to a refund of the premium paid for such cover, unless the reason for cancellation is fraud or there have been claims made under the **Policy**, or there are claims under consideration or any incidents which **you** are aware of that are likely to result in a claim.

Where **our** investigations provide evidence of fraud or a serious non-disclosure this **Policy** may be cancelled immediately and backdated to the date of the fraud or when **you** provided the incomplete or inaccurate information, which may result in the **Policy** being cancelled from the date it was originally taken out.

Discharge of Liability

We may at any time pay the **Indemnity Limit** or other applicable limit (after the deduction of any sum already paid) or any lesser amount for which a claim can be settled and will be under no further liability except for the payment of **Defence Costs** incurred prior to the date of such payment

Excess

We will not be liable for the amount of the **Excess** stated in the **Schedule** in respect of the first amount of each and every claim

You must not take out insurance in respect of the **Excess**

Conditions Precedent

This policy contains a number of conditions precedent, please refer to **your Schedule** and any attached **Endorsements** for the conditions precedent to your policy

Warranties

Every warranty will from the time that the warranty attaches, apply and continue to be in force during the whole currency of this **Policy**

Breaches of warranties or conditions precedent

We will have no liability for any claim arising from a loss occurring, or attributable to something happening, after any breach of warranty but before such breach has been remedied.

We will not be liable for any claim arising in circumstances where compliance with a term (other than one defining the risk as a whole) would tend to reduce the risk of

- i) Loss, **Injury** or **Damage** of a particular kind,
- ii) Loss, **Injury** or **Damage** at a particular location or
- iii) Loss, **Injury** or **Damage** at a particular time

unless **you** establish that the non-compliance could not have increased the risk of the loss, **Injury** or **Damage** which actually occurred in the circumstances in which it occurred.

Adjustment of premium

If the premium for the **Policy** has been calculated on estimates given by **you** then **you** must keep an accurate record containing all relevant particulars which will be made available to **us** for inspection

Within one month of the expiry of each **Period of Insurance** **you** must supply to **us** an accurate statement in the form required so that the premium for that period can be calculated and the difference paid by or allowed to **you**

Should **you** fail to supply such a statement within one month of the expiry of the **Period of Insurance** **we** will be entitled if **we** so wish to charge an additional premium in respect of that **Period of Insurance**

Other Insurances

Unless specified otherwise if an indemnity is or would but for the existence of this **Policy** be covered by any other insurance **we** will not provide indemnity except in respect of any excess beyond the amount which is or would but for the existence of this **Policy** be payable

Claims procedure

- (i) **You** must give notice to **Us** in writing at The Claims Department Novae Syndicates Ltd 21 Lombard Street London EC3V9AH or via email to claims@novae.com of any **Injury** or **Damage** or circumstances, **Occurrence**, claim or proceedings that may be subject to indemnity under this **Policy** as soon as reasonably possible and in any event no later than 14 days after **you** or **your** representative has knowledge of any such event.
- (ii) **You** must, without delay, send **us** unanswered every letter, court order, summons or other legal document received.
- (iii) **You** must not admit liability for or negotiate the settlement of any claim without **our** prior written consent
- (iv) **We** will be entitled to conduct in **your** name the defence or settlement of any claim or to prosecute for **our** own benefit any claim for indemnity or damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any claim and
- (v) **You** must give all such information and assistance as **we** may require

Fraud

If **you** provide any information or make any claim that is in any respect fraudulent or if any fraudulent means or devices are used by **you** or anyone acting on **your** behalf or if any **Injury** or **Damage** is caused by **your** wilful act or with **your** involvement **we**

- (i) will not pay the claim and
- (ii) may recover from **you** any sums paid by **us** to **you** in respect of the claim and
- (iii) may by notice to **you** treat this **Policy** as having been terminated with effect from the time of the fraudulent act and

If **we** treat this **Policy** as having been terminated, **you** will

- (a) have no cover under this **Policy** from the date of termination; and
- (b) not be entitled to any refund of premium

Governing Law and Jurisdiction

Unless specifically agreed to the contrary this **Policy** will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

Cross Liabilities

Where there is more than one party named in the **Schedule** as insured this **Policy** will apply separately to each such **Insured** in the same manner and to the same extent as if a separate **policy** had been issued to each Insured and **we** agree to waive all rights of subrogation against any of these parties

Provided that the total amount payable in respect of all such parties does not in total exceed the applicable **Indemnity Limit** or any other limit

Data Protection Act 1998

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims and complaints, if any, which may necessitate providing such information to third parties.

In addition, **we** may pass information that **you** have provided, including sensitive personal data, to selected third parties such as the Police, fraud and credit reference agencies and other bodies to substantiate information provided to **us**, to assist in the prevention and detection of fraudulent claims or as part of **our** anti-money laundering procedures.

By accepting this contract of insurance, **you** will be considered to have consented to the use of **your** data in this way and also to have obtained the consent for **us** to use in this way any data provided by **you** relating to **your** directors, officers, partners and **persons employed**.

The Contract (Rights of Third Parties) Act 1999

No rights to enforce any term of this **Policy** under the Contracts (Rights of Third Parties) Act 1999 are given to any person who is not a party to this **Policy** but this does not affect any right or remedy of any such person that arises apart from that Act

Premium Payment

It is a condition of this **Policy** that the deposit premiums due to **us** under this **Policy** are paid within 60 days from inception of this **Policy**

Non-receipt by **us** of such premiums by midnight of the premium due date will make this **Policy** void (invalid) with effect from inception

Subrogation

If any payment is to be made under this **Policy** in respect of a claim or loss and there is available to **us** any of **your** rights of recovery against any other party then **we** maintain all such rights of recovery

We will not exercise those rights against any past, present or future employee, director or partner of the company named as **Insured** in the **Schedule** or any subsidiary unless such payment is in respect of any wilful, malicious or dishonest acts or omissions

You must not do anything to impair any of **our** actual or potential rights of recovery.

At **our** request **you** will bring proceedings to transfer those rights to **us** and provide all reasonable assistance to **us** at **your** own cost to enforce them

Any recovery will be applied as follows

- (a) first to **us** up to the amount of **our** payment in respect of all payments
- (b) then to **you** as recovery of **your Excess** or other amount paid

Sanctions

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Policyholder Complaints

We are committed to ensuring that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing the highest standard of service.

If **you** have any questions or concerns about **your policy** or the handling of a claim **you** should, in the first instance, contact **your** broker.

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to either the insurer, Novae Syndicates Ltd or the Complaints team at Lloyd's. Contact details are as follows:

Complaints
Novae Syndicates Ltd
21 Lombard Street
London
EC3V 9AH

Tel No: 020 7050 9000
e-mail: complaints@novae.com

or

Complaints
Lloyd's
One Lime Street
London
EC3M 7HA

Tel No: 020 7327 5693
Fax No: 020 7327 5225
e-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the

right to refer **your** complaint to the Financial Ombudsman Service. Further information is available from

The Financial Ombudsman Service
Exchange Tower
London E14 9SR
Email complaint.info@financial-ombudsman.org.uk
Telephone 0800 023 4 567 / 0300 123 9 123
Website www.financial-ombudsman.org.uk

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and business providing financial services. **You** can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk.

These procedures do not affect **your** right to take legal action

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about the compensation scheme arrangements is available at <http://www.fscs.org.uk> or by telephoning 0800 678 1100 or 020 7741 4100.