

# Liability (Per Capita) Comparison Document

Change of Underwriter document – Liability (Per Capita)

Section/Title (Policy Wording)	Previous Version	New Version
Order of Policy & Layout	<ol style="list-style-type: none"> <li>1) Authorisation</li> <li>2) Sections of Cover;               <ol style="list-style-type: none"> <li>i. Definitions</li> <li>ii. Extensions</li> <li>iii. Exclusions</li> </ol> </li> <li>3) Sections B &amp; C Exclusions</li> <li>4) All Sections Exclusions</li> <li>5) General Conditions</li> <li>6) Claims Procedure</li> <li>7) Complaints Procedure</li> </ol>	<ol style="list-style-type: none"> <li>1) Index</li> <li>2) Guide</li> <li>3) Authorised Policy</li> <li>4) General Definitions</li> <li>5) Sections of Cover;               <ol style="list-style-type: none"> <li>i. Cover</li> <li>ii. Extensions</li> <li>iii. Exclusions</li> </ol> </li> <li>6) Sections B &amp; C Exclusions</li> <li>7) Sections A, B &amp; C Exclusions</li> <li>8) Policy Extensions</li> <li>9) General Conditions</li> <li>10) Complaints</li> </ol>
Policy Title	Liability Per Capita Certificate Wording	Liability Per Capita Policy Wording
Throughout	Certificate	Policy
Guide	The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.	<p><b>Guide to Per Capita Liability Policy Wording</b></p> <p>Please check that this document and the <b>Schedule</b> meet <b>your</b> needs and that <b>you</b> understand them.</p> <p>If <b>you</b> have any questions about these documents, please contact <b>your</b> broker or agent who will be pleased to help <b>you</b>. This <b>policy</b> wording, the <b>schedule</b> and any <b>endorsements</b> should be read as if they were one document and, together, they represent the contract between <b>you</b> and <b>us</b>.</p> <p>This document sets out what is and what is not covered. The <b>schedule</b> shows the sections of cover <b>you</b> have chosen. This is a legal document and should be kept in a safe place.</p> <p>In return for payment of the premium shown in the <b>schedule</b>, <b>we</b> agree to insure <b>you</b>, in the manner and to the extent provided in this contract during the <b>period of insurance</b>, subject to the terms and conditions contained in or endorsed on this policy.</p> <p>Please read this <b>Policy</b> wording and the <b>schedule</b> carefully. Please also pay particular attention to any <b>endorsements</b> which have been added to <b>your</b> policy. If any <b>endorsements</b> are conditions precedent to liability and you fail to follow these requirements then this may invalidate your claim or the <b>Policy</b> as a whole. If these documents do not meet <b>your</b> needs, please contact <b>your</b> broker.</p> <p><b>INFORMATION YOU HAVE GIVEN US</b></p> <p>In deciding to accept this insurance and in setting the terms and premium, <b>we</b> have relied on the information <b>you</b> have given <b>us</b>. <b>You</b> have a duty to inform <b>us</b> of every material circumstance that <b>you</b> know or ought to know or anyone responsible for</p>

		<p><b>your</b> insurances knows or ought to know, in a way that is reasonably clear and accessible to <b>us</b>. <b>You</b> also have a duty to answer any questions <b>we</b> have asked <b>you</b> accurately and to ensure that any information <b>you</b> do provide is correct. If <b>we</b> establish that <b>you</b> deliberately or recklessly provided <b>us</b> with false information <b>we</b> will treat this insurance as if it never existed, decline all claims, and retain the premium.</p> <p>If <b>you</b> have been in breach of <b>your</b> duty in providing <b>us</b> with the information <b>we</b> have relied upon in accepting this insurance and setting its terms and premium, but <b>your</b> breach has not been deliberate or reckless, <b>we</b> may:</p> <ul style="list-style-type: none"> <li>• treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. <b>We</b> will only do this if <b>we</b> provided <b>you</b> with insurance cover which <b>we</b> would not otherwise have offered; or</li> <li>• amend the terms of your insurance. <b>We</b> 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</li> <li>• reduce the amount <b>we</b> pay on a claim in the proportion the premium <b>you</b> have paid bears to the premium <b>we</b> would have charged <b>you</b>; and/or</li> <li>• cancel <b>your policy</b> in accordance with the cancellation condition detailed in this document</li> </ul> <p><b>We</b> or <b>your</b> insurance broker or agent will write to you if <b>we</b>:</p> <ul style="list-style-type: none"> <li>• intend to treat this insurance as if it never existed; or</li> <li>• need to amend the terms of your <b>policy</b>; or</li> <li>• require <b>you</b> to pay more for your insurance.</li> </ul>
<p>Authorised Policy</p>	<p>Effected through:</p> <p>THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Number B1262BW0213017 to the undersigned by certain Insurance Companies, whose names and the proportions underwritten by them appear below (all of whom are hereinafter referred to as "Underwriters") and in consideration of the premium specified herein, the said Underwriters are hereby bound, each for his own part and not for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon. THE UNDERWRITERS hereby agree to the extent and in the manner hereinafter provided, to indemnify the Insured against loss or damage sustained or legal liability for accidents happening during the period stated in the Schedule, after such loss, damage or liability are proved.</p> <p>PROVIDED always that:</p> <p>1. the liability of the Underwriters shall not exceed the limits of liability expressed in the said Schedule or such. other limits of liability as may be substituted therefor by memorandum hereon</p>	<p><b>Authorised Policy</b></p> <p>This <b>Policy</b> and any replacement <b>Schedule</b> and/or <b>Endorsement</b> are to be read together as one document. This <b>Policy</b> is a legally binding contract which <b>You</b> have made with the <b>Underwriters</b>.</p> <p>In consideration of the payment by <b>You</b> of the premium specified in the <b>Schedule Underwriters</b> agree (subject to the terms, conditions and exclusions of the <b>Policy</b>) to indemnify <b>You</b> against <b>Damage</b>, accident or <b>Injury</b> occurring during the <b>Period of Insurance</b>.</p> <p>Provided always that: -</p> <ul style="list-style-type: none"> <li>• The liability of the <b>Underwriters</b> will not exceed the <b>Limit of Indemnity</b> stated in the <b>Schedule</b> or such other <b>Limits of Indemnity</b> as maybe substituted by <b>Endorsement</b> or attached to the <b>Policy</b>;</li> <li>• This <b>Policy</b> insures <b>You</b> only in respect of the sections where a <b>Limit of Indemnity</b> is specified in the <b>Schedule</b></li> </ul> <p>Any dispute arising out of or in connection</p>

	<p>or attached hereto signed by or on behalf of the Underwriters; 2. this Policy insures in respect ONLY of such of the sections hereof as are so specified in the Schedule.</p> <p>IN WITNESS whereof this Policy has been signed as follows:</p> <p>As stated in definitions</p> <p>The subscribing Underwriters obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing Underwriters that for any reason does not satisfy all or part of its obligations.</p> <p>The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.</p> <p>This Policy is made and accepted subject to all the provisions, conditions, warranties and exclusions set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.</p> <p>For and on behalf of <b>Underwriters:</b></p>	<p>with this <b>Policy</b> will be subject to and interpreted solely in accordance with the laws of England and Wales.</p> <p>This <b>Policy</b> is underwritten by Certain Underwriters at Lloyd's (Syndicate 1991 at Lloyd's). This is to certify that authorisation has been granted to Commercial Express Quotes Ltd under Contract Number B6991SCO2016201 by Certain Underwriters at Lloyd's (Syndicate 1991 at Lloyd's).</p>
General Definitions – Contract Work	n/a	<p>New Definition:</p> <p><b>Contract Work</b> Executed means work carried out by or on behalf of <b>You</b> away from the Your normal place of <b>Business</b> or of that party who carried out the work on <b>Your</b> behalf and which at the time of the Occurrence giving rise to a claim under this Policy</p> <p>i) is no longer the property of ii) is not under the control of You or any <b>Person(s) Employed</b> by the <b>You</b>.</p>
General Definitions – Endorsement	n/a	<p>New Definition:</p> <p><b>Endorsement(s)</b> means A change in the terms and conditions of this insurance agreed by <b>You</b> and <b>Us</b>. <b>Endorsements</b> which apply to <b>your</b> insurance (if any) will be shown in the <b>Schedule</b>.</p>
General Definitions - Excess	n/a	<p>New Definition:</p> <p>Excess means The amount <b>You</b> will have to pay towards each separate claim as stated in the <b>Schedule</b>.</p>
General Definitions – Financial Loss	n/a	<b>Financial Loss</b> means any monetary loss unaccompanied by <b>Injury</b> or <b>Damage</b>
General Definitions – Territorial Limits	n/a	<p>New Definition:</p> <p><b>Territorial Limits</b> Sections A &amp; B means Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. Section C means Worldwide</p>
General Definitions – Liquidated damages	n/a	<p>New Definition:</p> <p><b>Liquidated damages</b> 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.</p>
General Definitions – Limit of Indemnity	n/a	<p>New Definition:</p> <p><b>Limit of Indemnity</b> means the applicable limit stated in the <b>Schedule</b></p>
General Definitions – Occurrence	n/a	<p>New Definition:</p> <p><b>Occurrence</b> means an accident including continuous or repeated exposure to substantially the same general conditions which results in <b>Injury</b> or <b>Damage</b> neither expected nor intended by <b>you</b></p>

General Definitions – Period of Insurance	n/a	New Definition: <b>Period of Insurance</b> means the period stated in the Schedule
General Definitions – Policy	n/a	New Definition: <b>Policy</b> means this <b>policy</b> wording, the <b>Schedule</b> , and <b>Endorsements</b> and any other documents expressly incorporated into this <b>Policy</b> .
General Definitions – Proposal	n/a	New Definition: <b>Proposal</b> means any information provided or declaration made by <b>you</b> in connection with the <b>Policy</b> whether by means of a formal proposal or otherwise
General Definitions – Punitive or exemplary damages	n/a	New Definition: <b>Punitive or exemplary damages</b> means damages that punish the person they are awarded against, as well as compensate the person they are awarded to.
General Definitions – Schedule	n/a	New Definition: <b>Schedule</b> means the schedule attached to and forming part of this <b>Policy</b>
General Definitions – The Works	n/a	New Definition: The <b>Works</b> means all works executed or to be executed by or on behalf <b>You</b> and all materials brought to the site of the <b>Works</b> for incorporation therein and all plant tools and equipment temporary works temporary buildings or any other property brought onto or adjacent to the site for the purpose of the execution of the <b>Works</b>
General Definitions – Business	2.2 Business means the business conducted at or from premises in Great Britain, Northern Ireland, The Channel Islands or the Isle of Man and shall include: 2.2.1 the ownership, repair and maintenance of the Insured's own property 2.2.2 provision and management of canteen, social, sports and welfare organisations for the benefit of any Person Employed and medical, fire fighting, and security services 2.2.3 private work undertaken by any Person Employed for any director or partner of the Insured with the prior consent of the Insured.	<b>Business</b> means <b>your</b> business specified in the <b>Schedule</b> conducted at or from premises in the <b>Territorial Limits</b> and includes (i) ownership, repair and maintenance of <b>your</b> own property (ii) provision and management of canteen, social, sports, first aid, fire fighting and welfare organisations for the benefit of any <b>Person Employed</b> (iii) private work undertaken by any <b>Person Employed</b> for any director or partner of the <b>Business</b> with <b>Your</b> prior consent
General Definitions – Damage	2.4 Damage means loss of possession of or damage to tangible property.	<b>Damage</b> means Physical loss or destruction of or damage to Property
General Definitions – Defence Costs	2.9 Defence Costs mean costs, fees and expenses incurred by the Insured with the written consent of the Underwriters in the defence or settlement of any claim under this Policy.	<b>Defence Costs</b> means all costs fees and expenses incurred by <b>you</b> with <b>our</b> prior written consent
General Definitions – Person Employed	2.5 Person Employed means any: 2.5.1 Employee being a person under a contract of service or apprenticeship with the Insured 2.5.2 labour master and persons supplied by him 2.5.3 person employed by labour only sub-contractors 2.5.4 self employed person under the control of the Insured 2.5.5 person hired to or borrowed by the Insured 2.5.6 person undertaking study or work experience or youth training scheme with the Insured working for the Insured in connection with the Business.	<b>Person(s) Employed</b> means any (i) employee under a contract of service or apprenticeship with <b>you</b> (ii) labour master and persons supplied by them (iii) labour only sub-contractors (iv) self employed person working for and under <b>your</b> control (v) person hired or borrowed by <b>you</b> (vi) person undertaking study or work experience or youth training scheme with <b>you</b> (vii) voluntary workers or volunteers whilst working for <b>you</b> in connection with the <b>Business</b>
General Definitions – Product	2.7 Product means any tangible property after it has left the custody or control of the Insured which has been designed, specified, formulated,	<b>Product</b> means any tangible property after it has left <b>your</b> custody or control which has been designed, specified, formulated,

	<p>manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured</p>	<p>manufactured, constructed, installed, erected, sold, hired out, supplied, distributed, treated, processed, serviced, altered, worked on or repaired by or on <b>your</b> behalf in connection with the <b>Business</b> and shall include any <b>Contract Work</b> executed</p>
<p>General Definitions – You/Your</p>	<p>2.1 Insured means: 2.1.1 the person, persons or corporate body named in the Schedule 2.1.2 subsidiary companies of the Insured notified to and accepted in writing by the Underwriters</p>	<p><b>You/Your</b> means (i) the person, persons or corporate body named in the <b>Schedule</b> (ii) <b>your</b> subsidiary companies notified to and expressly accepted in writing by <b>us</b> as covered under this <b>Policy</b> Provided that the number of parties claiming an indemnity will in no way operate to increase the applicable <b>Limit of Indemnity</b> or any other limit under this <b>Policy</b>.</p>
<p>General Definitions – We/Our/Us/Underwriter</p>	<p>2.6 <b>Insurers</b> - The Insurers whose identity is stated in the Endorsement entitled Identity of Insurers and whose proportionate Liability will be detailed on request. <b>IDENTITY OF INSURERS</b> Argo Direct Limited Argo Direct Limited on behalf of ArgoGlobal SE. Argo Direct Limited is registered in England and Wales: No. 4019569. Registered address: Exchequer Court, 33 St Mary Axe, London, EC3A 8AA. AIG Europe Limited AIG Europe Limited is registered in England: company number 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB. Covéa Insurance plc Covéa Insurance plc, Registered in England and Wales No. 613259. Registered office, Norman Place, Reading, RG1 8DA. Argo Direct Limited is authorised and regulated by the Financial Conduct Authority. ArgoGlobal SE is authorised by the Malta Financial Services Authority to carry on General Insurance Business under the Insurance Business Act, 1998. AIG Europe Limited and Covea Insurance plc are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.</p>	<p><b>We/Our/Us/Underwriter</b> means Certain Underwriters at Lloyd’s (Syndicate 1991 at Lloyd’s).</p>
<p>Section A – Employer’s Liability – Cover</p>	<p><b>SECTION A - INDEMNITY</b> The Insured is indemnified by this Section in accordance with the Operative Clause in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured and occurring during the Period of Insurance.</p>	<p><b>SECTION A – INDEMNITY (What is Covered)</b> <b>We</b> will indemnify <b>You</b> against <b>Your</b> legal liability to pay compensatory damages (including claimant costs, fees and expenses) for <b>Injury</b> to any <b>Person Employed</b> where such <b>Injury</b> arises out of and is sustained in the course of employment by <b>you</b> and occurs during the <b>Period of Insurance</b> within (a) the <b>Territorial Limits</b>; (b) elsewhere in the world in respect of temporary visits by <b>Persons Employed</b> normally resident in the <b>Territorial Limits, but not employees involved in manual work</b> Provided that the action for damages is brought against <b>you</b> in a court of law in the <b>Territorial Limits</b> <b>We</b> will also pay <b>Defence Costs</b> in the defence or settlement of any claim under</p>

		<p>this Section.</p> <p><b>Our</b> total liability under this Section will not exceed the <b>Limit of Indemnity</b> in respect of any one claim against <b>You</b> or series of claims against <b>You</b> arising out of one <b>Occurrence</b>. The <b>Limit of Indemnity</b> includes <b>Defence Costs</b>.</p>
Section A – Employer’s Liability – Employer’s Liability Compulsory Insurance Clause	<p><b>SECTION A - COMPULSORY INSURANCE CLAUSE</b></p> <p>The indemnity granted by this Section is deemed to be in accordance with the provisions of any law enacted in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands relating to compulsory insurance of liability to employees. If however, there has been non-observance of any Policy conditions by the Insured, and the Underwriters shall have paid any sum which would not have been paid but for the provisions of such law then the Insured shall forthwith repay such sum to the Underwriters.</p>	<p><b>SECTION A – EMPLOYER’S LIABILITY COMPULSORY INSURANCE CLAUSE</b></p> <p>The indemnity granted by this Section is considered to be in accordance with the provisions of any law enacted in the <b>Territorial Limits</b> relating to compulsory insurance of liability to employees</p> <p>If <b>we</b> have paid any sum which would not have been paid but for the provisions of such law then <b>you</b> must within 14 days repay such sum to <b>us</b>.</p>
Section A – Employer’s Liability – Extensions – Unsatisfied Court Judgments	n/a	<p>New Extension:</p> <p><b><u>Unsatisfied Court Judgments</u></b></p> <p>In the event that</p> <p>a) a judgment for damages is obtained against any company or individual operating from premises within the <b>Territorial Limits</b> by any <b>Person Employed</b> or their personal representative in respect of <b>Injury</b> caused during the <b>Period of Insurance</b> arising out of and in the course of their employment by <b>you</b> in the <b>Business</b>,</p> <p>and</p> <p>b) it remains unsatisfied in whole or in part six months after the date of such judgment</p> <p><b>we</b> will indemnify the <b>Person Employed</b> or their personal representative up to the <b>Limit of Indemnity</b> of Section A for the amount of damages and awarded costs which remain unsatisfied as long as</p> <p>i) there is no appeal outstanding, and</p> <p>ii) any payment made by <b>us</b> will only be in respect of <b>Injury</b> for which <b>you</b> would have been entitled to indemnity under this Section of the <b>Policy</b> if the judgment had been made against <b>you</b>, and</p> <p>iii) <b>we</b> will be entitled to take over and prosecute for <b>our</b> own benefit any claim against any other party and <b>you</b>, the <b>Person Employed</b> or any personal representative(s) must give all information, consent and assistance required in relation to this claim</p>
Section A – Employer’s Liability – Exclusions	<p><b>9 SECTION A - EXCLUSIONS</b></p> <p>This Section does not apply to or include legal liability:</p> <p>9.1 arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except in respect of temporary non-manual visits by Persons Employed</p> <p>9.2 incurred in circumstances where any road traffic legislation requires compulsory insurance</p>	<p><b>SECTION A – EXCLUSIONS</b></p> <p>This Section will not apply to liability:</p> <p>(a) for which road traffic legislation requires compulsory insurance or security</p> <p>(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</p>

	<p>or security and an indemnity is afforded to the Insured by any such insurance or security</p> <p>9.3 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.</p> <p>9.4 arising out of Terrorism except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-limit of £5,000,000 shall apply.</p> <p>9.5 arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-Limit of Indemnity of £5,000,000 shall apply.</p> <p>It is a condition precedent to the liability of underwriters that the insured do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.</p>	<p>(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</p>
<p>Section B – Public Liability – Cover</p>	<p><b>SECTION B - INDEMNITY</b></p> <p>The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance.</p>	<p><b>SECTION B – INDEMNITY (What is covered)</b></p> <p><b>We</b> will indemnify <b>You</b> against <b>Your</b> legal liability to pay compensatory damages (including claimant costs fees and expenses) for accidental <b>Injury</b> and/or <b>Damage</b> occurring during the <b>Period of Insurance</b> in connection with the <b>Business</b> within</p> <p>(a) the <b>Territorial Limits</b></p> <p>(b) elsewhere in the world in respect of liability arising out of temporary visits by <b>Persons Employed</b>, provided that the <b>Person Employed</b> is normally resident in the <b>Territorial Limits</b></p> <p><b>We</b> will also pay <b>Defence Costs</b> in the defence or settlement of any claim under this Section.</p> <p><b>Our</b> total liability under this Section will not exceed the <b>Limit of Indemnity</b> in respect of any one claim against <b>you</b> or series of claims against <b>you</b> arising out of one <b>Occurrence</b>. <b>Defence Costs</b> are payable in addition to the <b>Limit of Indemnity</b>.</p>
<p>Section B – Public Liability – Extensions – Defective Premises Act</p>	<p>n/a</p>	<p>New Extension:</p> <p><b><u>Defective Premises Act</u></b></p> <p><b>We</b> will indemnify <b>you</b> against <b>your</b> legal liability to pay compensatory damages (including claimant costs fees and expenses) for <b>Injury</b> and/or <b>Damage</b> occurring during the <b>Period of Insurance</b> 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</p>

		<p>been disposed of by <b>you</b> and prior to such disposal were owned by <b>you</b> in connection with the <b>Business</b>.</p> <p>Provided always that <b>we</b> will not be liable under this Extension</p> <ul style="list-style-type: none"> <li>i. for the cost of remedying any defect or alleged defect in the said premises disposed of</li> <li>ii. in respect of liability more specifically insured under any other insurance</li> </ul>
Section B – Public Liability – Extensions – Motor Contingent Liability	n/a	<p>New Extension:</p> <p><b><u>Motor Contingent Liability Extension</u></b></p> <p>Aside from Exclusion B c) <b>we</b> will indemnify <b>you</b> in respect of <b>Injury</b> or <b>Damage</b> arising out of the use of any motor vehicle owned by a <b>Person Employed</b> and being used in the course of your <b>Business</b></p> <p>Provided always that no indemnity is provided by this Extension:</p> <ul style="list-style-type: none"> <li>i. in respect of <b>Injury</b> to any person being carried by motor cycle</li> <li>ii. for loss of or <b>Damage</b> to any vehicle and/or contents within such vehicle</li> <li>iii. for <b>Injury</b> or <b>Damage</b> arising while such vehicle is being driven by <b>you</b> or any <b>Person Employed</b> other than the owner of such vehicle</li> <li>iv. if such vehicle is more specifically insured</li> <li>v. for any <b>Person Employed</b> whilst driving or in charge of such vehicle</li> <li>vi. if such vehicle is being used outside Great Britain Northern Ireland the Isle of Man and the Channel Islands</li> </ul>
Section B – Public Liability – Extensions – Overseas Personal Liability	n/a	<p>New Extension:</p> <p><b><u>Overseas Personal Liability</u></b></p> <p><b>We</b> will indemnify <b>you</b> and any <b>Person Employed</b> or <b>your</b> directors (including their family or persons normally resident with them) against legal liability for <b>Injury</b> or <b>Damage</b> occurring during the <b>Period of Insurance</b> incurred in a personal capacity while temporarily outside the <b>Territorial Limits</b> in connection with the <b>Business</b></p> <p>Provided always that no indemnity is provided by this Extension</p> <ul style="list-style-type: none"> <li>i. arising out of ownership or occupation of land or buildings or</li> <li>ii. where indemnity is provided by any other insurance</li> </ul>
Section B – Public Liability – Extensions – Consumer Protection Act and Food Safety Act	n/a	<p>New Extension:</p> <p><b><u>Consumer Protection Act and Food Safety Act</u></b></p> <p><b>We</b> will indemnify <b>you</b> up to the <b>Limit of Indemnity</b> in respect of</p> <ul style="list-style-type: none"> <li>i. costs of prosecution awarded; and</li> <li>ii. legal fees and expenses incurred with <b>our</b> prior written consent; in the defence of criminal proceedings brought against or in an appeal against conviction of <b>you</b> and any of <b>your</b> directors or <b>Persons Employed</b> 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</li> </ul>



		<p>committed during the <b>Period of Insurance</b> and in the course of the <b>Business</b> and in connection with a claim which may form the subject of indemnity under this policy</p> <p>The indemnity will not apply</p> <ul style="list-style-type: none"> <li>i. to fines or penalties of any kind or</li> <li>ii. where indemnity is provided by any other insurance or</li> <li>iii. in respect of proceedings as a result of any deliberate act or omission</li> </ul>
<p>Section B – Public Liability – Exclusions</p>	<p><b>12 SECTION B - EXCLUSIONS</b></p> <p>This Section does not apply to or include legal liability:</p> <p>12.1 in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.</p> <p>12.2 arising out of or in connection with any Product.</p> <p>12.3 arising out of the ownership, possession or use by or on behalf of the Insured, 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 legal liability:</p> <p>12.3.1 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 legislation</p> <p>12.3.2 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</p> <p>12.3.3 arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation.</p> <p>12.4 arising out of the ownership, possession or use by or on behalf of the Insured 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)</p> <p>12.5 for Damage to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by for otherwise in the Insured's care, custody or control other than:</p> <p>12.5.1 clothing and personal effects (including vehicles and their contents) of Employees and visitors</p> <p>12.5.2 premises (including contents therein) temporarily occupied by the Insured for work therein or thereon but no indemnity shall be granted for Damage to that part of the property on which the Insured is or has been working and which arises out of such work</p> <p>12.5.3 premises tenanted by the Insured provided always that liability for such Damage is not assumed by the Insured under agreement where liability would not have existed in the absence of the agreement.</p> <p>12.6 arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.</p>	<p><b>SECTION B – EXCLUSIONS</b></p> <p>This Section will not apply to liability for:</p> <ul style="list-style-type: none"> <li>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</li> <li>b) <b>Injury</b> or <b>Damage</b> arising out of or in connection with any <b>Product</b></li> <li>c) claims arising out of the ownership, possession or use by or on behalf of <b>you</b> 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; <ul style="list-style-type: none"> <li>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</li> <li>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</li> <li>iii. out of any motor vehicle or trailer temporarily in <b>your</b> 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</li> </ul> </li> <li>d) claims arising out of the ownership possession or use by or on behalf of <b>you</b> 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)</li> <li>e) <b>Damage</b> to property owned, leased to, hired by, under hire purchase, on loan to or held in trust by <b>you</b> or otherwise in <b>your</b> care custody or control other than <ul style="list-style-type: none"> <li>(i) clothing and personal effects of <b>Persons Employed</b> and visitors</li> <li>(ii) premises (including contents within such premises) temporarily occupied by <b>you</b> for work therein or thereon but no indemnity will be granted for <b>Damage</b> to that part of the property on which <b>you</b> are or have been working and which arises out of such work</li> <li>(iii) premises tenanted by <b>you</b> provided always that <ul style="list-style-type: none"> <li>(a) details of such premises have been disclosed to <b>us</b></li> <li>(b) liability for such <b>Damage</b> is not</li> </ul> </li> </ul> </li> </ul>

		<p>assumed by <b>you</b> under agreement where liability would not have existed in the absence of the agreement</p> <p>(c) <b>we</b> will not be responsible for the first £500 of such <b>damage</b></p> <p>(d) <b>we</b> will not cover <b>Damage</b> caused by fire or explosion</p> <p>f) claims which fall under '<b>EXCLUSIONS APPLICABLE TO SECTIONS B AND C</b>'</p>
Section C – Products Liability – Cover	<p><b>SECTION C - INDEMNITY</b></p> <p>The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance and arising out of or in connection with any Product.</p>	<p><b>SECTION C – INDEMNITY (What is covered)</b></p> <p><b>We</b> will indemnify <b>you</b> against <b>your</b> legal liability to pay compensatory damages (including claimant costs, fees and expenses) for accidental <b>Injury</b> and/or accidental <b>Damage</b> occurring during the <b>Period of Insurance</b> arising out of or in connection with any <b>Product</b></p> <p><b>We</b> will also pay <b>Defence Costs</b> in the defence or settlement of any claim under this Section.</p> <p><b>Our</b> total liability under this Section will not exceed the <b>Limit of Indemnity</b> in respect of any one claim against <b>you</b> or series of claims against <b>you</b> arising out of one <b>Occurrence</b>. <b>Defence Costs</b> are payable in addition to the <b>Limit of Indemnity</b>.</p>
Section C – Products Liability – Exclusions	<p><b>14 SECTION C - EXCLUSIONS</b></p> <p>This Section does not apply to or include legal liability:</p> <p>14.1 in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.</p> <p>14.2 for costs incurred in the repair, reconditioning or replacement of any Product or part thereof which is alleged to be defective.</p> <p>14.3 arising out of the recall of any Product or part thereof</p> <p>14.4 arising out of any Product which with the Insured's knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, hovercraft or waterborne craft.</p> <p>14.5 arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement.</p> <p>14.6 arising from circumstances known to the Insured prior to the inception date of this Insurance.</p> <p>14.7 arising from the failure of any Product to perform its intended function.</p>	<p><b>SECTION C – EXCLUSIONS</b></p> <p>This Section will not apply to liability for claims:</p> <p>(a) within the scope of cover set out in Section A and B whether or not such Sections are in force.</p> <p>(b) for costs incurred in the repair, reconditioning or replacement of any <b>Product</b> or <b>Product</b> part which is alleged to be defective</p> <p>(c) arising out of the recall of any <b>Product</b> or <b>Product</b> part</p> <p>(d) arising out of any <b>Product</b> which with <b>your</b> knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, hovercraft or offshore rig installation or platform</p> <p>(e) arising out of any <b>Product</b> which <b>you</b> 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 <b>you</b> have expressly requested that there will be no such limitation and have accepted the terms offered by <b>us</b> in granting such cover. Such cover will be limited to that expressly provided for in any <b>Endorsement</b>.</p> <p>(f) arising out of the failure of any <b>Product</b> or <b>Product</b> 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 <b>Product</b> or <b>Product</b> part</p> <p>(g) arising from <b>Damage</b> to the <b>Product</b> or any <b>Product</b> part</p> <p>(h) arising from circumstances known to <b>you</b> prior to the commencement of the <b>Period of Insurance</b></p>

		(i) which fall under 'EXCLUSIONS APPLICABLE TO SECTIONS B AND C'
Sections B & C Exclusions	n/a	<p>New Exclusion:</p> <p>(e) arising out of or in any way connected with or relating to</p> <p>(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 <b>your</b> property or not</p> <p>or</p> <p>(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 <b>your</b> property or not</p> <p>This exclusion applies regardless of any other cause which contributes concurrently or in any sequence to such loss, <b>Damage</b>, expense, liability or claim</p>
Sections B & C Exclusions	n/a	<p>New Exclusion:</p> <p>(f) arising from or caused by design, formula, specification, technical or professional service or advice given by <b>you</b> for a separate fee or in circumstances where a separate fee would normally be charged or by anyone acting on <b>your</b> behalf</p>
Sections B & C Exclusions	n/a	<p>New Exclusion:</p> <p>(g) arising in respect of liability for <b>Financial Loss</b></p>
Sections B & C Exclusions	n/a	<p>New Exclusion:</p> <p>(h) arising under a contract or agreement but which would not have arisen in the absence of such contract or agreement</p>
Sections B & C Exclusions	n/a	<p>New Exclusion:</p> <p>(i) arising in respect of liability for loss caused by, resulting from, arising from, relating to or in any way connected with <b>your</b> 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</p>
Sections B & C Exclusions	n/a	<p>New Exclusion:</p> <p>(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)</p>
Sections B & C Exclusions	n/a	<p>New Exclusion:</p> <p>(k) arising from <b>Injury</b> to any <b>Person Employed</b> where such <b>Injury</b> arises out of and in the course of <b>your</b> employment of any <b>Person Employed</b></p>

<p>Sections B &amp; C Exclusions</p>	<p>n/a</p>	<p>New Exclusion:  m) For <b>Damage</b> to  (i) the <b>Works</b>  (ii) Property for which there is a contractual requirement to effect insurance (other than public liability insurance)  (iii) Property for which there is a contractual requirement to effect insurance by reason of clause 21.2.1. of the 1980 Edition of the Joint Contracts Tribunal Conditions of Contract (or the corresponding clause in any prior version or any subsequent revision or substitution thereof) or by any clause of similar intent under any other condition of contract</p>
<p>Sections B &amp; C Exclusions</p>	<p>15.3 arising out of Pollution of the atmosphere or of any water, land, buildings or other tangible property except to the extent that the Insured demonstrates that such Pollution; 15.3.1 as 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 this Insurance 15.3.2 was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution  Provided always that all such Pollution which arises out of one incident shall be considered for the purposes of this Policy to have occurred at the time such incident takes place and that Underwriters total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate in respect of the Period of this Insurance</p>	<p>(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 <b>Period of Insurance</b>  (ii) was not the direct result of <b>you</b> failing to take reasonable precautions to prevent such pollution or contamination provided always <b>our</b> total liability to pay compensation and claimants' costs fees and expenses for such pollution or contamination will not exceed the sum stated in the <b>Schedule</b> in the aggregate during <b>Period of Insurance</b> and that all such pollution or contamination which arises out of one incident will be considered for the purposes of this <b>Policy</b> to have occurred at the time such incident takes place</p>
<p>Sections A, B &amp; C Exclusions</p>	<p>n/a</p>	<p>New Exclusion:  (b) arising from <b>Injury</b> or <b>Damage</b> 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 <b>Injury</b> or <b>Damage</b> 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 <b>we</b> allege that by reason of this Exclusion any <b>Injury</b> or <b>Damage</b> cost or</p>

		<p>expense is not covered by this <b>Policy</b> the burden of proving to the contrary will be upon <b>you</b></p> <p>In respect of Section A Employers Liability this Exclusion will only apply in excess of £5,000,000 any one claim against <b>you</b> or series of claims against <b>you</b> arising out of one <b>Occurrence</b> (inclusive of <b>Defence Costs</b>).</p>
Sections A, B & C Exclusions	n/a	<p><b>New Exclusion:</b></p> <p>(c) arising from or in any way relating to asbestos or asbestos fibres including but not limited to <b>Injury</b> or <b>Damage</b> 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</p> <p>In respect of Section A Employers Liability this Exclusion will only apply in excess of £5,000,000 any one claim against <b>you</b> or series of claims against <b>you</b> arising out of one <b>Occurrence</b> (inclusive of <b>Defence Costs</b>).</p>
Sections A, B & C Exclusions	n/a	<p><b>New Exclusion:</b></p> <p>(e) for any claim in connection with</p> <p>i) any work of demolition except demolition solely undertaken with hand held tools and of structures not exceeding 5 metres in height by Persons Employed in the direct service of the Insured when such work forms an ancillary part of a contract for construction alteration or repair carried out by the Insured</p> <p>ii) the construction alteration or repair of bridges towers steeples chimney shafts blast furnaces viaducts dams canals or mines</p> <p>iii) pile driving, tunnelling mining or quarrying</p> <p>iv) the use of explosives for any purpose</p> <p>v) ship repair/ship breaking work on vessels aircraft or airports</p> <p>vi) work on offshore installations</p> <p>vii) work underwater</p>
Policy Extensions – Housing Grants, Construction and Regeneration Act, 1996	n/a	<p><b>New Extension:</b></p> <p><b>Housing Grants, Construction and Regeneration Act, 1996–Applicable to Sections B &amp; C</b></p> <p>The indemnity granted by this Policy is extended to apply to any process of adjudication or decision of any adjudicator pursuant to the Act provided always that as a condition precedent to Insurers liability under this Policy <b>You</b> comply with Conditions (a) and (b) as follows</p> <p>a) Policy Conditions</p> <p><b>You</b> shall</p> <p>i. Notify the Insurer immediately upon receipt (and in no event later than two working days thereafter) of any notice of intention to refer a dispute to adjudication (“notice of adjudication”) or of the service by <b>You</b> of any notice of adjudication in circumstances which will lead to or are likely to lead to a claim being made</p>

		<p>against the insured (whether under a process of adjudication or otherwise)</p> <p>ii. Promptly forward to the Insurer all information relating to any dispute referred to adjudication including copies of all documentation made available to <b>You</b> or subsequently by <b>You</b> to the adjudicator.</p> <p>iii. Allow the Insurer to appoint advisers or representatives and to have conduct (including the right but not the obligation to take over the conduct) of the adjudication as they deem appropriate and provide such assistance as the Insurer may reasonably require</p> <p>iv. Meet any request direction or timetable of the adjudicator</p> <p>v. Satisfy the Insurer that any dispute referred to adjudication is or would be the subject of indemnity under this Policy and that the decision reached by the adjudicator represents the award against the Insured of a payment of money by the Insured which constitutes compensatory damages which form the subject of such indemnity</p> <p>vi. Not agree to accept the decision of the adjudicator as finally determining the dispute without the prior written consent of the Insurer</p> <p>vii. In the event of a decision reached by the adjudicator that such an award as described in v. above is payable give the Insurer every assistance in instituting legal proceedings (or arbitration is applicable in accordance with the Insured's contract) in order to challenge reopen stay the enforcement of or overturn such adjudicator's decision or otherwise to recover such award if the Insurer deems it appropriate. The Insurer shall have sole conduct of all such proceedings</p> <p>b) Conditions relating to contracts</p> <p>i. Any provisions relating to adjudications pursuant to the Act in any contract entered into by <b>You</b> shall</p> <p>ii. Provide that the adjudicator must be independent of the parties to the contract</p> <p>iii. Allow for any decision of the adjudicator to be binding or to determine any dispute finally</p> <p>iv. Not allow the adjudicator to disregard the legal entitlements of the parties in order to reach a decision based on commercial considerations</p> <p>v. Not prohibit the assistance or representation by advisers or representatives (whether legally qualified or not) at any adjudication</p> <p>vi. Not place any conditions upon the timing of commencement of legal or arbitration proceedings (other than adjudications pursuant to the Act)</p> <p>Any dispute or difference arising hereunder between the Insured and the Insurer shall be referred to the arbitration of a Queen's Counsel to be agreed upon by both parties or in the absence of agreement by a QC nominated by the</p>
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		Chairman of the Bar Council. The Insurer agrees to pay the costs of such referral except where indemnity has been denied by the Insurer and the QC upholds such decision.
Policy Extensions – Compensation for Court Attendance	<p><b>7 COMPENSATION FOR COURT ATTENDANCE</b></p> <p>In the event of any director, partner or Employee of the Insured attending court as a witness at the request of the Underwriters in connection with a claim which is the subject of indemnity under this Policy the Underwriters will provide compensation to the Insured at the following rates for each day on which attendance is required:</p> <p>7.1 any director or partner £250 7.2 any Employee £100</p>	<p><b>Compensation for Court Attendance</b></p> <p>In the event of <b>your</b> director, partner or employee attending court as a witness at <b>our</b> request in connection with a claim in respect of which <b>you</b> are entitled to indemnity under this <b>Policy we</b> will provide compensation to <b>you</b> at the following rates for each day on which attendance is required</p> <p>(a) any director or partner £250 per day (b) any <b>Person Employed</b> £150 per day</p> <p>Provided that <b>our</b> total liability under this Extension during the <b>Period of Insurance</b> does not exceed £5,000</p>
Policy Extensions – Indemnity to Others	<p><b>3 INDEMNITY TO OTHERS</b></p> <p>The indemnity granted extends to:</p> <p>3.1 managerial or supervisory Employees of the Insured in their business capacity for legal liabilities arising out of the performance of the Business and any director or partner of the Insured in respect of private work undertaken by any Person Employed for such director or partner with the prior consent of the Insured.</p> <p>3.2 the officers, committees and members of the Insured's canteen, social, sports, medical, fire fighting, security services and welfare organisations for legal liabilities incurred in their respective capacity as such.</p> <p>3.3 any person or firm for legal liabilities arising out of the performance of a contract with the Insured constituting the provision of labour only.</p> <p>3.4 any principal for legal liabilities arising out of work carried out by the Insured under a contract or agreement in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured.</p> <p>3.5 the personal representatives of any person or party indemnified by reason of this Clause 3 in respect of legal liability incurred by such person or party.</p> <p>Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured</p>	<p><b>Indemnity to Others</b></p> <p>The indemnity granted in each Section of this <b>Policy</b> extends to</p> <p>(a) <b>your</b> directors, officers, employees and partners arising out of and in the course of the proper performance of their obligations in respect of the <b>Business</b></p> <p>(b) officers, committee and members of <b>your</b> canteen, social, sports, first aid, fire fighting and welfare organisations in their respective capacity as such</p> <p>(c) any person or firm arising out of the performance of a contract with <b>you</b> comprising of the provision of labour only</p> <p>(d) where <b>you</b> request, any principal for legal liability in respect of which <b>you</b> would have been entitled to indemnity under this <b>Policy</b> if the claim had been made against <b>you</b> arising out of work carried out by <b>you</b> under a contract or agreement</p> <p>(e) the personal representatives of any person or party indemnified by reason of this Extension in respect of legal liability incurred by such person</p> <p>Provided always that</p> <p>(i) all such persons or parties must observe, fulfil and be subject to the terms conditions and exclusions of this <b>Policy</b> as though they were <b>you</b></p> <p>(ii) <b>our</b> liability under this Extension will in no way operate to increase the applicable <b>Limit of Indemnity</b> or any other limit regardless of the number of parties claiming an indemnity</p>
Policy Extensions – Criminal Prosecution Costs and Inquests	<p><b>6 DEFENCE COSTS</b></p> <p>The Underwriters will also pay all Defence Costs. Defence Costs include legal expenses:</p> <p>6.1 incurred by or awarded against the Insured arising out of any prosecution of the Insured:</p> <p>6.1.1 for breach or alleged breach of Part 1 of the United Kingdom Health &amp; Safety at Work Act 1974 (and/or legislation of similar effect) 6.1.2 for any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of</p>	<p><b>Criminal Prosecution Costs and Inquests Defence Costs</b> in each Section of this <b>Policy</b> is extended to include</p> <p>(i) costs of prosecution awarded against <b>you</b> and the legal fees and expenses incurred with <b>our</b> prior written consent in the defence of any investigation or prosecution of <b>you</b> for actual or alleged</p> <p>(a) offences under Part I of the Health &amp; Safety at Work etc Act 1974 (and/or any UK legislation of similar effect)</p>

	<p>similar effect)</p> <p>Provided that Underwriters' shall not be liable for any fines or penalties imposed as a consequence of such Prosecution</p> <p>6.2 arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry</p> <p>6.3 arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy</p> <p>Defence Costs will be payable in addition to the Limits of Indemnity except in respect of Section A when the Limit of Indemnity will be inclusive of Defence Costs unless this Policy is specifically endorsed to the contrary.</p>	<p>(b) Offences under Part 11 of the consumer protection Act 1987 and/or Part 11 of the Food Safety Act 1990 (and/or UK legislation of similar effect)</p> <p>(c) corporate manslaughter or corporate homicide against <b>you</b> or other person insured by this <b>Policy</b> under the Corporate Manslaughter and Corporate Homicide Act 2007</p> <p>provided that <b>we</b> 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 <b>your</b> behalf or other person insured by this <b>Policy</b> 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 <b>Period of Insurance</b></p> <p>(ii) the legal fees and expenses incurred with <b>our</b> prior written consent in <b>your</b> representation at any Coroner's Inquest or Fatal Accident Inquiry</p> <p>(iii) the legal fees and expenses incurred with <b>our</b> prior written consent in <b>your</b> defence at any proceedings in a Court of Summary Jurisdiction in respect of <b>Injury</b> or <b>Damage</b> which may form the subject of indemnity under each respective Section of this <b>Policy</b></p>
<p>General Conditions – Fair Presentation of Risk</p>	<p>n/a</p>	<p>New Condition:</p> <p><b>Fair Presentation of Risk</b></p> <p><b>You</b> must provide to <b>us</b> a fair presentation of the risk at inception, renewal and variation of this <b>Policy</b>.</p> <p>A "fair presentation of risk" means <b>you</b> must disclose to <b>us</b></p> <p>(i) every material circumstance which <b>you</b> know or ought to know (including matters known to those responsible for <b>your</b> insurance, and, if <b>you</b> are not an individual, matters known to your senior management) or</p> <p>(ii) sufficient information to put <b>us</b> on notice that <b>we</b> need to make further enquiries for the purpose of revealing those material circumstances and</p> <p>(iii) such disclosure is in a manner which would be reasonably clear and accessible to <b>us</b> and</p> <p>(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.</p> <p>A circumstance or representation is material if it would influence <b>our</b> judgement as a prudent insurer in determining whether to take the risk insured by this <b>Policy</b> and if so on what terms.</p> <p>In the event of any failure by <b>you</b> to provide such a fair presentation of risk:</p> <p>(i) <b>we</b> may avoid this <b>Policy</b> and refuse all</p>



		<p>claims if:</p> <p>a) such failure was deliberate or reckless and/or</p> <p>(b) <b>we</b> would not have entered into this <b>Policy</b> on any terms if <b>you</b> had made a fair presentation of the risk.</p> <p>Should <b>we</b> avoid the <b>Policy</b>, <b>we</b> will return the premium paid to <b>you</b> unless such failure was deliberate or reckless.</p> <p>(i) if <b>we</b> would have entered into the <b>Policy</b> but on different terms had <b>you</b> made a fair presentation of the risk <b>we</b> may:</p> <p>(a) reduce proportionately the amount to be paid on any claim if <b>we</b> would have charged a higher premium calculated by applying the percentage that the actual premium charged bears to the higher premium</p> <p>(b) treat the <b>Policy</b> as entered into on any such different terms (other than relating to the premium) that <b>we</b> would have entered into had <b>you</b> made a fair presentation of risk.</p>
General Conditions – Reasonable Precautions	n/a	<p>New Condition:</p> <p><b>Reasonable Precautions</b></p> <p><b>You</b> must at <b>your</b> own expense:</p> <p>(i) take all reasonable precautions to prevent <b>Injury</b> or <b>Damage</b> and the sale or supply of <b>Products</b> which are defective in any way</p> <p>(ii) exercise care in the selection and supervision of <b>Persons Employed</b></p> <p>(ii) 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</p> <p>(iii) cease any activity that has given rise to the <b>Damage</b> or <b>Injury</b> or can reasonably be expected to give rise to further <b>Damage</b> or <b>Injury</b>.</p> <p>(iv) comply with all statutory requirements and other safety regulations imposed by any authority</p> <p>(v) comply with all the terms and conditions of this <b>Policy</b> and ensure that any actions required by the <b>Policy</b> have been completed. Failure to comply may result in <b>your</b> claim being declined or only paid in part.</p>
General Conditions – Change of Risk	n/a	<p>New Condition:</p> <p><b>Change of Risk</b></p> <p><b>You</b> must give notice to <b>us</b> as soon as possible of any alteration or any change of;</p> <p>(i) circumstances which materially affects the risk insured by this <b>Policy</b>; and</p> <p>(ii) any material change to the information provided in the <b>Proposal</b>.</p>
General Conditions – Discharge of Liability	n/a	<p>New Condition:</p> <p><b>Discharge of Liability</b></p> <p><b>We</b> may at any time pay the <b>Limit of Indemnity</b> 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 <b>Defence Costs</b> incurred prior to the date</p>

		of such payment
General Conditions – Excess	n/a	<p>New Condition:</p> <p><b>Excess</b></p> <p><b>We</b> will not be liable for the amount of the <b>Excess</b> stated in the <b>Schedule</b> in respect of the first amount of each and every claim</p> <p><b>You</b> must not take out insurance in respect of the <b>Excess</b></p>
General Conditions – Conditions Precedent	n/a	<p>New Condition:</p> <p><b>Conditions Precedent</b></p> <p>This policy contains a number of conditions precedent, please refer to <b>your Schedule</b> and any attached <b>Endorsements</b> for the conditions precedent to your policy</p>
General Conditions – Warranties	n/a	<p>New Condition:</p> <p><b>Warranties</b></p> <p>Every warranty will from the time that the warranty attaches, apply and continue to be in force during the whole currency of this <b>Policy</b></p>
General Conditions – Breaches of warranties or conditions precedent	n/a	<p>New Condition:</p> <p><b>Breaches of warranties or conditions precedent</b></p> <p><b>We</b> 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.</p> <p><b>We</b> 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</p> <ul style="list-style-type: none"> <li>i) Loss, <b>Injury</b> or <b>Damage</b> of a particular kind,</li> <li>ii) Loss, <b>Injury</b> or <b>Damage</b> at a particular location or</li> <li>iii) Loss, <b>Injury</b> or <b>Damage</b> at a particular time</li> </ul> <p>unless <b>you</b> establish that the non-compliance could not have increased the risk of the loss, <b>Injury</b> or <b>Damage</b> which actually occurred in the circumstances in which it occurred.</p>
General Conditions – Other Insurances	n/a	<p>New Condition:</p> <p><b>Other Insurances</b></p> <p>Unless specified otherwise if an indemnity is or would but for the existence of this <b>Policy</b> be covered by any other insurance <b>we</b> will not provide indemnity except in respect of any excess beyond the amount which is or would but for the existence of this <b>Policy</b> be payable</p>
General Conditions – Premium Payment	n/a	<p>New Condition:</p> <p><b>Premium Payment</b></p> <p>It is a condition of this <b>Policy</b> that premiums due under this <b>Policy</b> are paid</p> <p>Non-payment of the premium due will make this <b>Policy</b> void (invalid) with effect from inception</p>
General Conditions – Subrogation	n/a	<p>New Condition:</p> <p><b>Subrogation</b></p> <p>If any payment is to be made under this <b>Policy</b> in respect of a claim or loss and there is available to <b>us</b> any of <b>your</b> rights of recovery against any other party then <b>we</b> maintain all such rights of recovery</p> <p><b>We</b> will not exercise those rights against any past, present or future employee,</p>

		<p>director or partner of the company named in the <b>Schedule</b> or any subsidiary unless such payment is in respect of any wilful, malicious or dishonest acts or omissions</p> <p><b>You</b> must not do anything to impair any of <b>our</b> actual or potential rights of recovery. At <b>our</b> request <b>you</b> will bring proceedings to transfer those rights to <b>us</b> and provide all reasonable assistance to <b>us</b> at <b>your</b> own cost to enforce them</p> <p>Any recovery will be applied as follows</p> <p>(a) first to <b>us</b> up to the amount of <b>our</b> payment in respect of all payments</p> <p>(b) then to <b>you</b> as recovery of <b>your Excess</b> or other amount paid</p>																		
<p>General Conditions – Sanctions</p>	<p>n/a</p>	<p><b>New Condition:</b></p> <p><b>Sanctions</b></p> <p><b>We</b> 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.</p>																		
<p>General Conditions – Cancellation</p>	<p>17.8 The Underwriters may cancel this Policy by giving 30 days' notice in writing of such cancellation to the Insured's last known address.</p> <p><b>17.15 Your Right to Cancel</b></p> <p>You may cancel the policy within 14 days of the conclusion of the contract or the day on which you receive the policy document. The Insured may cancel this Policy at any time by giving the Underwriters written notice and in such event the Underwriters will return a percentage of the premium and tax paid for the current Period of Insurance in accordance with the table below subject to:</p> <p>1. No claims having been made and no incidents having arisen that could result in a claim under this Policy</p> <table data-bbox="638 1344 893 1601"> <tr> <td>Within 1 month</td> <td>80%</td> </tr> <tr> <td>Within 2 months</td> <td>70%</td> </tr> <tr> <td>Within 3 months</td> <td>60%</td> </tr> <tr> <td>Within 4 months</td> <td>50%</td> </tr> <tr> <td>Within 5 months</td> <td>40%</td> </tr> <tr> <td>Within 6 months</td> <td>30%</td> </tr> <tr> <td>Within 7 months</td> <td>20%</td> </tr> <tr> <td>Within 8 months</td> <td>10%</td> </tr> <tr> <td>More than 8 months</td> <td>0%</td> </tr> </table>	Within 1 month	80%	Within 2 months	70%	Within 3 months	60%	Within 4 months	50%	Within 5 months	40%	Within 6 months	30%	Within 7 months	20%	Within 8 months	10%	More than 8 months	0%	<p><b>Cancellation</b></p> <p><b>You</b> may cancel this <b>Policy</b> at any time by notifying Commercial Express Quotes Limited via <b>Your</b> insurance adviser.</p> <p>If <b>You</b> do not exercise <b>Your</b> right to cancel this <b>Policy</b> the insurance will continue in force and <b>You</b> will be required to pay the premium.</p> <p>However, if <b>You</b> make a claim or if <b>We</b> are notified of circumstances which may give rise to a claim a refund of premium may not be given.</p> <p>If this <b>Policy</b> is cancelled prior to or within the cooling-off period <b>You</b> must return to <b>Us</b> all <b>Policy</b> documentation.</p> <p>If this <b>Policy</b> is cancelled after the cooling-off period <b>You</b> must return to <b>Us</b> any Employers' Liability Certificate if one was issued.</p> <p><b>Your Cancellation Rights</b></p> <p><b>Prior to the start of the Period of Insurance</b></p> <p>If <b>You</b> decide to cancel this <b>Policy</b> and <b>You</b> provide Commercial Express Quotes Limited via <b>Your</b> Insurance advisor with <b>Your</b> written instruction before the start of the <b>Period of Insurance</b> and no cover is to be provided by <b>Us</b>, <b>You</b> will be entitled to a full refund of the premium.</p> <p><b>During the cooling-off period of 14 days</b></p> <p><b>You</b> have the statutory right to cancel this <b>Policy</b> within 14 days from the purchase of this <b>Policy</b> or its renewal date or from the day on which <b>You</b> receive this <b>Policy</b> or renewal documentation, whichever is the later.</p> <p>To cancel this <b>Policy</b> <b>You</b> must advise Commercial Express Quotes Limited via your insurance advisor without delay. Upon receiving <b>Your</b> instructions, <b>We</b> will cancel this <b>Policy</b>:</p> <p>where <b>You</b> request that no cover is to be provided by <b>Us</b>, <b>You</b> will be entitled to a full refund of premium alternatively;</p> <p>where <b>You</b> request this <b>Policy</b> coverage to</p>
Within 1 month	80%																			
Within 2 months	70%																			
Within 3 months	60%																			
Within 4 months	50%																			
Within 5 months	40%																			
Within 6 months	30%																			
Within 7 months	20%																			
Within 8 months	10%																			
More than 8 months	0%																			

be operative for a limited number of days within the cooling-off period **You** will be entitled to a refund of premium paid, less a deduction for any time for which **We** have provided cover. This is calculated in proportion to the time **We** have provided cover provided there have been no claims or circumstances have occurred which may give rise to a claim, in which case no premium will be refunded.

If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the full premium.

#### **After the cooling-off period**

**You** may cancel this **Policy** at any time by giving notice in writing to Commercial Express Quotes Limited via your insurance advisor.

Upon receiving **Your** instructions, **We** will cancel this **Policy** and provided there have been no claims or circumstances having occurred which may give rise to a claim

**You** will be entitled to a refund of premium paid in accordance with the table below.

Within 1 month	80%
Within 2 months	70%
Within 3 months	60%
Within 4 months	50%
Within 5 months	40%
Within 6 months	30%
Within 7 months	20%
Within 8 months	10%
More than 8 months	0%

Cancellation outside the cooling-off period is subject to a minimum time on risk charge of £45.00 plus Insurance Premium Tax and the fee charged by Commercial Express Quotes Limited being non-refundable.

#### **Our Cancellation Rights**

**We** may this insurance by giving **You** 30 days' notice in writing.

**We** will only do this for a valid reason. Examples of valid reasons are as follows but these are not limited to:

- i) non-payment of premium in which case cancellation is effective from the start date of the **Period of Insurance** this has the same effect as if **You** have never had any cover or protection from this **Policy**.
- ii) a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- iii) **Your** non-cooperation or failure to supply any information or documentation **We** request;
- iv) **Your** threatening or abusive behaviour or use of threatening or abusive language.

If this **Policy** is cancelled then, provided a claim or the possibility of a claim has not been notified to **Us** **You** will be entitled to a refund of any premium paid, subject to a

		deduction for any time for which <b>You</b> have been covered. If <b>We</b> decide to cancel this <b>Policy</b> Commercial Express Quotes Limited will advise <b>You</b> by sending a letter of cancellation to <b>Your</b> last known address.
General Conditions – Adjustment of premium	Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and within 90 days of expiry of the Period of this Insurance declare such particulars as the Underwriters require. The premium shall then be adjusted and any difference paid or allowed to the Insured as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to employees, the required declaration shall also include remuneration to all persons defined as Persons Employed by this Policy. Failure to declare such particulars to the Underwriters shall entitle the Underwriters to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.	<p><b>Adjustment of premium</b></p> <p>If the premium for the <b>Policy</b> has been calculated on estimates given by <b>you</b> then <b>you</b> must keep an accurate record containing all relevant particulars which will be made available to <b>us</b> for inspection Within one month of the expiry of each <b>Period of Insurance you</b> must supply to <b>us</b> 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 <b>you</b> Should <b>you</b> fail to supply such a statement within one month of the expiry of the <b>Period of Insurance we</b> will be entitled if <b>we</b> so wish to charge an additional premium in respect of that <b>Period of Insurance</b></p>
General Conditions – Claims Procedure	<p><b>Claims Procedure</b></p> <p>To make a claim simply call our claims help line telephone number: 0845 094 2077</p> <p>At the time of making a claim, you will be asked: The Certificate number stated on your schedule and full details of the claim.</p>	<p><b>Claims procedure</b></p> <p>(i) <b>You</b> must give notice to the Underwriters Claims representatives without delay by calling 01732 520288, of any <b>Injury or Damage</b> or circumstances, <b>Occurrence</b>, claim or proceedings that may be subject to indemnity under this <b>Policy</b> and in any event no later than 14 days after <b>you</b> or <b>your</b> representative has knowledge of any such event.</p> <p>(ii) <b>You</b> must, without delay, send the <b>Underwriters</b> Claims Representatives unanswered every letter, court order, summons or other legal document received.</p> <p>(iii) <b>You</b> must not admit liability for or negotiate the settlement of any claim without <b>our</b> prior written consent</p> <p>(iv) <b>We</b> will be entitled to conduct in <b>Your</b> name the defence or settlement of any claim or to prosecute for <b>our</b> 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</p> <p>(v) <b>You</b> must give all such information and assistance as <b>we</b> may require</p>
General Conditions – Fraud	17.7 If any claim under this Policy is in any respect fraudulent this Policy shall become void and all benefit hereunder shall be forfeited.	<p><b>Fraud</b></p> <p>If <b>you</b> provide any information or make any claim that is in any respect fraudulent or if any fraudulent means or devices are used by <b>you</b> or anyone acting on <b>your</b> behalf or if any <b>Injury or Damage</b> is caused by <b>your</b> wilful act or with <b>your</b> involvement <b>we</b></p> <p>(i) will not pay the claim and</p> <p>(ii) may recover from <b>you</b> any sums paid by <b>us</b> to <b>you</b> in respect of the claim and</p> <p>(iii) may by notice to <b>you</b> treat this <b>Policy</b> as having been terminated with effect from the time of the fraudulent act and</p> <p>If <b>we</b> treat this <b>Policy</b> as having been terminated, <b>you</b> will</p>

		(a) have no cover under this <b>Policy</b> from the date of termination; and (b) not be entitled to any refund of premium
General Conditions – Governing Law and Jurisdiction	17.13 E.U. Disclosure Clause (UK) Notice to the Proposer/Insured The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.	<b>Governing Law and Jurisdiction</b> Unless specifically agreed to the contrary this <b>Policy</b> will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.
General Conditions – Cross Liabilities	<b>CROSS LIABILITIES</b> Each person or party granted indemnity by this Policy is separately indemnified in respect of claims made against any of them by any other subject to the Underwriters' total liability not exceeding the stated Limits of Indemnity.	<b>Cross Liabilities</b> Where there is more than one party named in the <b>Schedule</b> as insured this <b>Policy</b> will apply separately to each <b>person</b> in the same manner and to the same extent as if a separate <b>policy</b> had been issued to each <b>person</b> and <b>we</b> 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 <b>Limit of Indemnity</b> or any other limit
General Conditions – Data Protection Act	17.12 Data Protection Act 1998 It is understood by the Insured that any information provided to the Underwriters regarding the Insured will be processed by the Underwriters, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties	<b>Data Protection Act 1998</b> Please note that any information provided to <b>us</b> will be processed by <b>us</b> and <b>our</b> 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, <b>we</b> may pass information that <b>you</b> 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 <b>us</b> , to assist in the prevention and detection of fraudulent claims or as part of <b>our</b> anti-money laundering procedures. By accepting this contract of insurance, <b>you</b> will be considered to have consented to the use of <b>your</b> data in this way and also to have obtained the consent for <b>us</b> to use in this way any data provided by <b>you</b> relating to <b>your</b> directors, officers, partners and <b>persons employed</b> .
General Conditions – Several Liability	17.14 Several Liability The liability of the Insurers is several and not joint and is limited solely to the extent of their individual proportions as shown in the Endorsement entitled Identity of Insurers. The Insurers are not responsible for the subscription of any co-subscribing insurers or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.	Removed
Complaints	<b>Complaints Procedure</b> If you have a Complaint which relates to either Your Policy or to a claim which you have submitted under Your policy then please raise this in the first instance with Your broker who will aim to resolve Your concerns by close of the next business day. If Your broker is unable to deal with your concerns the matter will be forwarded onto Your Insurer via your Insurance provider, who is:- Commercial Express Quotes Limited B1 Custom House, The Waterfront,	<b>Policyholder Complaints</b> If <b>You</b> wish to make a complaint about the sales process or suitability of <b>Your Policy</b> , <b>You</b> should contact the Insurance advisor who arranged this <b>Policy</b> for <b>You</b> . If <b>Your</b> complaint relates to any other matter including claims, <b>You</b> should contact: The Complaints Manager Commercial Express B1 Custom House The Waterfront

	<p style="text-align: center;">Level Street, Brierley Hill, DY5 1XH</p> <p>Whilst reviewing your complaint Your Insurer will:</p> <ul style="list-style-type: none"> <li>• Acknowledge Your complaint promptly</li> <li>• Investigate Your complaint quickly and thoroughly</li> <li>• Keep You informed of the progress of your complaint</li> <li>• Do everything possible to resolve Your complaint</li> </ul> <p>Your Insurer is obliged to provide You with a written offer of resolution within 8 weeks of the date Your complaint was received.</p> <p>If You are unhappy with the final decision made by Your Insurer , You may be eligible to refer Your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.</p> <p>The FOS can be contacted at the following address:</p> <p style="text-align: center;">Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London E14 9SR</p> <p>Telephone: 0800 0234567 (for landline users) Telephone:0300 1239123 (for mobile users)</p> <p>Email: complaint.info@financialombudsman.org.uk Website: www.financialombudsman.org.uk</p> <p>You have six months from the date of the final response from Your Insurer to refer Your complaint(s) to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.</p>	<p style="text-align: center;">Level Street Brierley Hill DY5 1XH</p> <p>Phone 0800 978 8007 Email <a href="mailto:complaints@commercialexpress.co.uk">complaints@commercialexpress.co.uk</a></p> <p>Alternatively, <b>you</b> can refer <b>your</b> complaint to the Complaints team at Lloyd's at any time:</p> <p style="text-align: center;">Complaints Lloyd's One Lime Street London EC3M 7HA Tel: 020 7327 5693 Fax: 020 7327 5225 E-mail: complaints@lloyds.com Website: www.lloyds.com/complaints</p> <p>Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help", which is available from www.lloyds.com/complaints. You can also ask Lloyd's for a copy of this leaflet using the contact details shown above.</p> <p>If <b>you</b> are dissatisfied with the outcome of <b>your</b> complaint, <b>you</b> may have the right to refer <b>your</b> complaint to an alternative dispute resolution body.</p> <p>If <b>you</b> live in the United Kingdom or the Isle of Man, the contact information is: The Financial Ombudsman Service Exchange Tower London E14 9SR Tel: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) Tel: 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK) Email: complaint.info@financial-ombudsman.org.uk</p> <p>If <b>you</b> live in the Channel Islands, the contact information is: Channel Islands Financial Ombudsman PO Box 114 Jersey Channel Islands JE4 9QG. Tel: Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218; International +44 1534 748610. Fax +44 1534 747629 Email: <a href="mailto:enquiries@ci-fo.org">enquiries@ci-fo.org</a> Website: <a href="http://www.ci-fo.org">www.ci-fo.org</a></p> <p>If <b>you</b> purchased this insurance online <b>you</b> can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <a href="http://ec.europa.eu/odr">http://ec.europa.eu/odr</a></p> <p>This complaints procedure does not affect <b>your</b> right to take legal action.</p>
FSCS	<p><b>Financial Services Compensation Scheme (FSCS)</b> Argo Direct Limited, AIG Europe Limited and Covéa Insurance plc are covered by the FSCS. This means that You may be entitled to compensation from the scheme in the unlikely event that Argo Direct Limited, AIG Europe Limited and Covéa</p>	<p><b>Financial Services Compensation Scheme (FSCS)</b> Certain Underwriters at Lloyd's (Syndicate 1991 at Lloyd's) are covered by the FSCS. This means that <b>You</b> may be entitled to</p>

	Insurance plc cannot meet their obligations. Further details can be obtained from FSCS, 10 th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or <a href="http://www.fscs.org.uk">www.fscs.org.uk</a>	compensation from the scheme in the unlikely event that Syndicate 1991 at Lloyd's cannot meet its obligations to <b>You</b> under this insurance. Further details about the scheme can be obtained from FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or <a href="http://www.fscs.org.uk">www.fscs.org.uk</a>
Authorisation and Regulation	n/a	New Statement: <b>Authorisation and Regulation.</b> <b>We</b> are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. <b>Our</b> Firm Reference Number(s) and other details can be found on the Financial Services Register at <a href="http://www.fca.org.uk">www.fca.org.uk</a> .

The Tools of Trade and Stock Policy Wording (Section D extension to the Liability Per Capita Policy, if shown as operative on your Schedule) has also been reviewed and the following amendments have been made:

Section/Title (Policy Wording)	Previous Version	New Version
Order of Policy & Layout	<ol style="list-style-type: none"> <li>1) Authorisation</li> <li>2) Introduction</li> <li>3) Definitions</li> <li>4) Cover               <ol style="list-style-type: none"> <li>i. Extended Cover</li> <li>ii. Exclusions</li> <li>iii. Basis of Settlement</li> </ol> </li> <li>5) General Conditions</li> <li>6) Claims</li> <li>7) General Certificate Exclusions</li> <li>8) Complaints</li> </ol>	<ol style="list-style-type: none"> <li>1) Cover               <ol style="list-style-type: none"> <li>i. Cover Extension</li> <li>ii. Definitions</li> <li>iii. Basis of Settlement</li> <li>iv. Exclusions</li> <li>v. Conditions</li> </ol> </li> </ol>
Policy Title	Tools Policy Wording	Section D – Tools of Trade and Stock
Throughout	Certificate	Policy
Authorised Policy	<p>Effected through: <b>Commercial Express Quotes Limited</b> THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Numbers JRPCX1702B1021, UKBPY1700016, JRPCX1702B3004 &amp; JRPCX1702B3005 to the undersigned by Underwriters, whose names and the proportions underwritten by them appear below and are hereinafter referred to as "<b>Underwriters</b>" and in consideration of the premium specified herein.</p> <p>THE <b>Underwriters</b> hereby agree to the extent and in the manner hereinafter provided, to indemnify the Insured against loss or Damage sustained or legal liability for accidents happening during the period stated in the Schedule, after such loss, Damage or liability are proved.</p> <p>PROVIDED always that:</p> <ol style="list-style-type: none"> <li>1. The liability of the <b>Underwriters</b> shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the <b>Underwriters</b>;</li> </ol>	<p>Removed (As this is an extension to the existing Per Capita Policy Wording)</p>



	<p>2. This Certificate insures in respect ONLY of such of the sections hereof as are so specified in the Schedule.</p> <p>IN WITNESS whereof this Certificate has been signed as follows: ERGO Versicherung AG (UK Branch), AmTrust Europe Limited and Certain Underwriters at Lloyd's</p> <p>This Certificate is made and accepted subject to all the provisions, conditions, warranties and exclusions set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.</p> <p>In Witness whereof, this Certificate has been signed at the place stated and on the date specified in the Schedule.</p> <p>For and on behalf of <b>Underwriters</b>:</p>	
<p>Introduction</p>	<p>This is Your Tools Insurance policy It sets out your insurance protection in detail. Please study it carefully and make sure you understand all of the terms &amp; conditions. The policy should be read in conjunction with the schedule of insurance; please also check this document to ensure that it is accurate.</p> <p>Your premium has been based upon the information shown in the policy Schedule and recorded in your statement of fact.</p> <p><b>Useful Telephone Numbers.</b></p> <p>To make a claim under your policy 0845 604 6615</p> <p>If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.</p>	<p>Removed</p>
<p>Cover</p>	<p>The <b>Underwriters</b> hereby agree to indemnify the <b>Insured</b> against All Risks of Physical Loss of or Damage to property from whatsoever cause arising occurring during the Period of Insurance, except as hereinafter specified, and subject to the terms and conditions contained hereinafter, within the geographical limits, and not exceeding the total sum <b>Insured</b> specified in the Schedule.</p> <p>Standard Cover PROPERTY: TRADERS &amp;/OR CONTRACTORS Tools of trade and business equipment being portable hand tools and ladders (including power driven portable hand tools) business and office equipment, computer equipment and software and Stock in trade (not otherwise <b>Insured</b>) either the property of the <b>Insured</b> and/or <b>Employees</b> whilst contained in a Vehicle under the custody or control of the <b>Insured</b> and/or <b>Employees</b> and whilst <b>Unattended</b>, but not left <b>Overnight</b>.</p> <p>Or if shown as <b>Insured</b> with the Certificate schedule hired in for which the <b>Insured</b> and/or <b>Employees</b> are responsible under a written contract of hire for an amount not exceeding £1500 any one occurrence or series of occurrences attributable to one original cause or source whilst contained in a vehicle under the custody or control of</p>	<p><b>Cover</b></p> <p>We will cover you for accidental <b>Damage</b> or <b>Theft</b> occurring during the <b>Period of Insurance</b> to any <b>Tools of Trade</b> or <b>Stock</b> if shown as covered in the <b>Schedule</b> whilst at the <b>Premises</b> or whilst contained in a Vehicle under the custody or control of <b>You</b> and or your <b>Employee</b> and whilst within the <b>Territorial Limits</b>. We will pay <b>You</b> the value of such property or the amount of the <b>Damage</b> at the time of loss or, at <b>Our</b> option, repair, replace or reinstate, in accordance with the provisions of this Section.</p> <p><b>Our</b> liability in any one <b>Period of Insurance</b> will not exceed:</p> <ul style="list-style-type: none"> <li>a. the <b>Sum Insured</b>; or</li> <li>b. the <b>Sum Insured</b> for any one item; or</li> <li>c. any other specified limit;</li> </ul> <p>as detailed in the <b>Schedule</b> or the <b>Policy</b>. In the event of any loss, the <b>Sum Insured</b> will be automatically reinstated from the date of the loss, unless there is written notice either by <b>Us</b> or by <b>You</b> saying otherwise. <b>You</b> will have to pay an additional premium for this.</p>

	<p>the <b>Insured</b> and/or <b>Employees</b>. Cover Includes tools and equipment (including portable electronic equipment) stored within your premises left <b>Unattended</b> and <b>Overnight</b>.</p>	
Coverage Extension	<p>Extended cover <b>TRADERS &amp;/OR CONTRACTORS</b> Tools of trade and business equipment being portable hand tools and ladders (including power driven portable hand tools) business and office equipment, computer equipment and software and stock in trade (not otherwise <b>Insured</b>) either the property of the <b>Insured</b> and/or <b>Employees</b> whilst contained in a Vehicle under the custody or control of the <b>Insured</b> and/or <b>Employees</b>, left <b>Unattended</b> and <b>Overnight</b>.</p> <p>Or if shown as <b>Insured</b> with the Certificate schedule hired in for which the <b>Insured</b> and/or <b>Employees</b> are responsible under a written contract of hire for an amount not exceeding £1500 any one occurrence or series of occurrences attributable to one original cause or source whilst contained in a vehicle under the custody or control of the <b>Insured</b> and/or <b>Employees</b>.</p> <p>Cover Includes tools and equipment (including portable electronic equipment) stored within your premises left <b>Unattended</b> and <b>Overnight</b>.</p> <p>Cover Includes tools and equipment (including portable electronic equipment) used on site for ordinary needs of the contract - 10% of each and every claim subject to a minimum amount of £100 and maximum amount payable of £500 whilst not <b>Unattended</b>, and not left <b>Overnight</b>.</p>	<p><b>Tools of Trade and Stock – Coverage Extension.</b></p> <p>Where it is stated in the <b>Schedule</b>, this Section D is extended to include:</p> <ol style="list-style-type: none"> <li><b>Damage</b> or <b>Theft</b> to <b>Tools of Trade</b> used on site for the ordinary needs of the contract.</li> <li><b>Damage</b> or <b>Theft</b> to <b>Tools of Trade</b> or <b>Stock</b> from any vehicle between the hours of 6pm and 6am.</li> </ol> <p>Section D Exclusion 3 and Exclusion 5 b), as detailed under section D exclusions of this <b>Policy</b>, will not apply.</p>
Definitions	<p>In this Certificate, words that are highlighted in bold have the following meanings:</p>	<p>The following definitions apply to this Section and will keep the same meaning wherever they appear. In the case of any conflict between the General Definitions and a Section D Definition, the Definitions in Section D will prevail.</p>
Definitions – Money	n/a	<p>New Definition: <b>Money</b> Cash and currency notes, uncrossed and crossed cheques, girocheques, postal orders or money orders, unused current postage stamps, mobile phone vouchers or cards, gift tokens, consumer redemption vouchers, other vouchers or cards with monetary value, travel tickets, validated lottery tickets, scratch cards, gaming machine tokens, bankers’ drafts, unexpired units in franking machines, national savings certificates, premium bonds, credit and debit card sales vouchers and value added tax purchase invoices, all belonging to <b>You</b> or for which <b>You</b> are responsible, in connection with the <b>Business</b>.</p>
Definitions – Stock	n/a	<p>New Definition: <b>Stock</b> <b>Your</b> Stock and materials in trade including finished goods and work in progress, and goods in trust for which <b>You</b> are responsible.</p>
Definitions – Sum	n/a	<p>New Definition:</p>

Insured		<b>Sum Insured</b> The maximum amount as stated in the <b>Schedule</b> .
Definitions – Theft	n/a	<b>Theft</b> Theft of material property following violent and forcible entry to or exit from any vehicle within the <b>Territorial Limits</b> or any building at the <b>Premises</b> and theft involving violence or threat of violence to <b>You or Your Business Partners, directors or Employees</b> .
Definitions – Tools of Trade	n/a	<b>Tools of Trade</b> Tools of trade and business equipment being portable hand tools and ladders (including power driven portable hand tools), business and office equipment, computer equipment and software which are ordinarily used or needed on the site of any contract carried out by <b>You</b> or hired in for which <b>You</b> and/or <b>Your Employees</b> are responsible under a written contract of hire and in connection with the <b>Business</b> .
Definitions – Premises	<b>Premises</b> The address shown on the schedule.	<b>Premises</b> The insured address(es) specified in the <b>Schedule</b> relating to the <b>Business</b> .
Definitions – Employees	<b>Employees</b> a. any person under a contract of service or apprenticeship with the <b>Insured</b> b. any labour master or labour only subcontractor or person supplied or employed by them ii) any self-employed person iii) any person hired or borrowed by the <b>Insured</b> from another employer under an agreement by which the person is deemed to be employed by the <b>Insured</b> iv) any student or person undertaking work for the <b>Insured</b> under a work experience or similar scheme while engaged in the course of the <b>Business</b> .	Removed
Definitions – Insured	<b>Insured(s)</b> means the person, persons or corporate body named as such in the Schedule.	Removed
Definitions – Overnight	<b>Overnight</b> Is hereby defined as between the hours of 6pm to 6am	Removed
Definitions – Unattended	<b>Unattended</b> Is hereby defined as when the <b>Insured</b> or <b>Employees</b> is not in custody or control of the vehicle	Removed
Definitions – Underwriters	<b>Underwriters</b> ERGO Versicherung AG (UK Branch), AmTrust Europe Limited and Certain Underwriters at Lloyd's	Removed
Basis of Settlement	<b>BASIS OF SETTLEMENT</b> a) Payment of the amount of the loss or At the discretion of the Underwriter, replace or repair the <b>Property</b>	<b>Basis of Settlement</b> <b>1. Tools of Trade</b> <b>We</b> will pay where the property is: (i) damaged - the cost of repairing or restoring the damaged items; (ii) lost or destroyed - the cost of replacement by similar property; to a condition substantially the same but not better or more extensive than its condition when new other than where <b>Policy</b> provisions permit and with <b>Our</b> written consent. <b>2. Stock</b> <b>We</b> will at <b>Our</b> option repair, replace or

		pay the value to <b>You</b> of the property at the time of its <b>Damage</b> .
Exclusions	<p><b>EXCLUSIONS: Underwriters shall not be liable for the following.</b></p> <p>Loss or damage due to wear and tear moths vermin deterioration rust or any other gradually operating cause (unless consequent upon accident to the conveyance, Fire or Explosion) depreciation delay or the carriage of explosives breakdown or failure.</p> <p>Mechanical or electrical derangement Cleaning repairing or restoration Acts of fraud or dishonesty</p> <p>Loss of or damage to money documents or title deeds bonds bills of exchange promissory notes precious stones bullion gold or silver articles and jewellery Loss of or damage to glass other than arising from the explosion or theft or accident to the conveying vehicle</p> <p>Any consequential losses or any costs of replacing or reinstating data or rewriting documents Theft from unattended Vehicles unless:</p> <p>a) All doors, Windows and other opening are left closed, securely locked and properly fastened</p> <p>b) Entry or Access to the vehicle has been affected by forcible and violent entry.</p> <p>c) Equipment if out of the view from the exterior of the vehicle.</p>	<p><b>Exclusions applicable to Section D – Tools of Trade and Stock</b></p> <p><b>We</b> will not be liable under this section for the following:</p> <ol style="list-style-type: none"> <li>1. <b>Damage</b> caused by mechanical or electrical breakdown or derangement.</li> <li>2. <b>Damage</b> or <b>Theft</b> to any motor vehicle or attached trailer other than mobile plant which is primarily intended for use at contract sites or any vehicle used solely at contract sites and which is not licensed for road use.</li> <li>3. <b>Theft</b> or attempted <b>Theft</b> of any <b>Tools of Trade</b> or <b>Stock</b> from any vehicle if the loss occurs between the hours of 6pm and 6am.</li> <li>4. <b>Damage</b> to any <b>Tools of Trade</b> or <b>Stock</b> caused by or consisting of: <ol style="list-style-type: none"> <li>a. disappearance, unexplained or inventory shortage, misfiling or misplacing of information or clerical error, acts of fraud or dishonesty;</li> <li>b. electrical or magnetic injury, disturbance or erasure, of electronic records other than by lightning.</li> </ol> </li> <li>5. <ol style="list-style-type: none"> <li>a. <b>Damage</b> to <b>Stock</b> unless it is being kept within a securely locked store, enclosed yard or contained within a vehicle.</li> <li>b. <b>Damage</b> to <b>Tools of Trade</b> unless kept in a securely locked store or enclosed yard unless whilst contained in a vehicle.</li> </ol> </li> <li>6. <b>Damage</b> due to wear and tear or gradual deterioration, rust, action of light or atmospheric conditions or the cost of normal upkeep, cleaning or normal repairs.</li> <li>7. <b>Damage</b> to property insured caused by or consisting of: <ol style="list-style-type: none"> <li>a. inherent vice (a quality in property that causes it to damage or destroy itself), faulty design, defective materials, gradual deterioration, wear and tear;</li> <li>b. corrosion, rust, wet or dry rot, oxidisation, shrinkage, evaporation, leakage, spillage, loss of weight, dampness, mould, mildew, contamination, fermentation, scratching, vermin or insect, living creatures, pets or animals;</li> <li>c. change in temperature, frost, colour, flavour, texture or finish or action of light, atmospheric or climatic conditions.</li> </ol> </li> <li>8. <b>Damage</b> or <b>Theft</b> in respect or movable property insured in the open or in open-sided structures, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.</li> <li>9. <b>Damage</b> or <b>Theft</b> in respect of <b>Money</b>.</li> <li>10. <b>Damage</b> or <b>Theft</b> to Jewellery, furs, watches, precious stones, precious metals, bullion, curiosities, unless agreed by <b>Us</b> in writing.</li> </ol> <p><b>Damage</b> or <b>Theft</b> to automatic payment machines, vending machines, mechanical</p>

		rides, display cases and their contents situated at <b>Your Premises</b> , unless agreed by <b>Us</b> in writing.
Conditions	<p style="text-align: center;"><b>GENERAL CONDITIONS</b></p> <p>All conditions in this Policy are to the extent they are able to take effect as conditions precedent to the liability of the <b>Underwriters</b> under this Policy deemed to be conditions precedent to the liability of the <b>Underwriters</b>.</p> <p style="text-align: center;"><b>OBSERVANCE OF POLICY TERMS</b></p> <p>The <b>Insured</b> will observe and fulfill the terms conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the <b>Insured</b></p> <p style="text-align: center;"><b>REASONABLE PRECAUTIONS</b></p> <p>The <b>Insured</b> will take all reasonable precautions to prevent INJURY loss or damage and take all reasonable measures to observe and fulfill the requirements of all statutory obligations and regulations.</p> <p style="text-align: center;"><b>MINIMUM SECURITY CLAUSE</b></p> <p>The locks and security bolts at your premises must be locked and secured overnight or when an employee(s) is in your Premises. We will not provide any cover arising out of Theft or attempted theft unless the protection is put into full and effective operation whenever your Premises is left unattended.</p> <p>All keys must be removed from the locks or bolts and hidden from view when your Premises is left unattended.</p> <p style="text-align: center;"><b>ALTERATION OF TRADE OR BUSINESS</b></p> <p>The <b>Insured</b> will immediately notify the <b>Underwriters</b> in writing of any alteration in the TRADE or BUSINESS which may increase the risk of loss or damage.</p> <p style="text-align: center;"><b>CLAIMS - INSURED'S ACTION</b></p> <p>Whenever anything occurs which might give rise to a claim under this policy the <b>Insured</b> will</p> <ol style="list-style-type: none"> <li>a. Immediately notify <b>Underwriters</b> and provide such written information or details as maybe required.</li> <li>b. Send to the <b>Underwriters</b> immediately on receipt and unacknowledged every letter claim write summons or process relating to a claim</li> <li>c. All losses involving theft or disappearance shall be reported immediately to the police</li> </ol> <p style="text-align: center;"><b>CLAIMS - UNDERWRITERS RIGHTS</b></p> <p>The <b>Underwriters</b> having been advised of a claim under this Policy will be entitled to undertake in the name of the <b>Insured</b> defence control or settlement of any claim and for its own benefit take proceedings in the <b>Insured's</b> name to mitigate the loss.</p> <p style="text-align: center;"><b>UNDERWRITERS RIGHTS AFTER A LOSS</b></p> <p>The <b>Underwriters</b> shall be entitled on the happening of any loss or damage to take and keep possession of the property and to deal with the salvage in a reasonable manner but property may not be abandoned to the <b>Underwriters</b>.</p> <p style="text-align: center;"><b>OTHER INSURANCES</b></p> <p>If at the time of any loss or destruction of or damage to Property there is any other</p>	<p><b>Conditions applicable to Section D – Tools of Trade and Stock Excess applicable to Section D</b></p> <p>Before <b>We</b> cover <b>You</b> under this <b>Section</b>, <b>You</b> will be responsible for any <b>Excess</b> as stated in the <b>Schedule</b>.</p>

insurance covering the same property the **Underwriters** shall not be liable for more than their rateable proportion of any claim for such loss destruction or damage

**CLAIMS - CO-OPERATION**

The **Insured** will provide all help assistance and co operation required by the **Underwriters** in connection with any claim.

**PAYMENT OF PREMIUM**

The Premium will be paid when due otherwise all benefit under this Policy will be forfeited.

**MISDESCRIPTION**

The Policy will be void able in the event of nondisclosure of any material information or fact or misrepresentation or misdescription.

**LAW GOVERNING THE POLICY**

Unless otherwise agreed in writing any dispute or difference concerning liability under or interpretation of this Policy will be governed by and construed in accordance with English Law and the **Insured** will submit such dispute or difference to the exclusive jurisdiction of the English Courts.

**CANCELLATION**

The **Underwriters** may cancel this Policy at any time giving fourteen days notice by recorded delivery letter to the **Insured's** address last known to the **Underwriters** and in such event the **Underwriters** will return the pro-rata portion of the premium and tax for the unexpired Period of Insurance

The **Insured** may cancel this Policy at any time by giving the **Underwriters** written notice and in such event the **Underwriters** will return a percentage of the premium and tax paid for the current Period of Insurance in accordance with the table below subject to:

1. No claims having been made and no incidents having arisen that could result in a claim under this Policy 2. A minimum premium of £25 plus Insurance Premium Tax being retained by the **Underwriters**

Within 1 month 80%  
Within 2 months 70%  
Within 3 months 60%  
Within 4 months 50%  
Within 5 months 40%  
Within 6 months 30%  
Within 7 months 20%  
Within 8 months 10%  
More than 8 months 0%

It is hereby understood and agreed that the following additional Terms and Conditions apply in respect of the above referenced Certificate :

**AVERAGE CLAUSE**

This Insurance is subject to the Condition of Average, that is to say, if the property covered by this Insurance shall at the time of any loss be of greater value than the sum insured hereby, the Insured shall only be entitled to recover hereunder such proportion of the said loss as the sum

	insured by this Insurance bears to the total value of the said property.	
General Certificate Exclusions	Various	Removed (General Exclusions will be as per the main Per Capita Policy wording)
Complaints	Various	Removed (Complaints Procedure will be as per the main Per Capita Policy wording)
Financial Services Register	<b>Financial Services Register</b> The Financial Services Register can be checked by visiting the Financial Conduct Authority website on <a href="http://www.fca.org.uk">www.fca.org.uk</a> or by calling 0800 111 6768	Removed
FSCS	<b>Financial Services Compensation Scheme (FSCS)</b> ERGO Versicherung AG, UK Branch is covered by the FSCS. This means that You may be entitled to compensation from the scheme in the unlikely event that ERGO Versicherung AG, UK Branch cannot meet its obligations. Further details can be obtained from FSCS, 10 <sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or <a href="http://www.fscs.org.uk">www.fscs.org.uk</a>	Removed
Authorisation and Regulation	<b>Authorisation and Regulation</b> ERGO Versicherung AG is a German insurance company with its headquarters at Victoriaplatz 2, 40477 Düsseldorf. Registered No: HRB36466. UK Branch registered in England and Wales, Registration No. BR016401. Registered Office: 55 King William Street, London, EC4R 9AD.  ERGO Versicherung AG, UK Branch is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of Our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Us on request.	Removed