

# PROFESSIONAL INDEMNITY

## Estate Agents



AIR UNDERWRITING

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# Certificate Administration

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## Your insurance provider

This certificate is underwritten by **Us** and is arranged by Air Underwriting.

**We** have granted Contracts to Air Underwriting authorising it to insure on **Our** behalf in accordance with the terms contained in this certificate and Endorsements added to it

**Our** names and the proportions of the risk for which **We** are responsible are set out in the **Schedule**

Administered by Air Underwriting. Air Underwriting is a trading Style of RK Henshall & Co Ltd who are authorised and regulated by the Financial Conduct Authority (Number 308865)

RK Henshall & Co Ltd is registered in England (Number 1285024) and its registered office is The Grove, Mill Lane, Wheelock, Sandbach, Cheshire CW11 4RD.

## Enquiries

If **You** have any questions or concerns about this insurance or the handling of a claim please contact the insurance broker or agent through whom this insurance was arranged

## Accessibility

Upon request Air Underwriting can provide Braille audio or large print versions of this certificate and the associated documentation including Key Facts document Please contact Air Underwriting who will be pleased to supply an alternative for **You**

## Ensuring Your requirements are met

This certificate (and the **Schedule** which forms an integral part of the certificate) is a legal contract Please examine it thoroughly to ensure it meets **Your** requirements If it does not please advise **Your** Broker intermediary or agent as soon as practicably possible who arranged this certificate

## Scope of cover

This certificate only applies to **Your** activities as stated in the **Schedule** and to the cover as described in the sections which form part of this certificate

## If You end the Cover

### Your Right to Cancel during the Cooling-Off Period

**You** are entitled to cancel this policy by notifying **Us** in writing, by email or by telephone within fourteen (14) days of either:

1. the date **You** receive this policy or
2. the start of **Your Period of Insurance**

whichever is the later

A full refund of any premium paid will be made unless **You** have made a Claim in which case the full annual premium is due

### Your Right to Cancel after the Cooling-Off Period

**You** are entitled to cancel this policy after the cooling-off period by notifying **Us** in writing by email or by telephone Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a Claim in which case the full annual premium is due

## Our right to cancel

**We** are entitled to cancel this policy if there is a valid reason to do so including for example:

1. any failure by **You** to pay the premium or
2. a change in risk which means **We** can no longer provide **You** with insurance cover or
3. non-cooperation or failure to supply any information or documentation **We** request such as details of a Claim

by giving You fourteen (14) days' notice in writing Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a Claim in which case the full annual premium is due

## Making a claim

Claims must be made in accordance with all claims conditions in this certificate

# Certificate Definitions

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Each time **We** use one of the words or phrases listed below it will have the same meaning wherever it appears in this certificate unless **We** state otherwise

Any additional definitions will be listed only in the section to which they apply and any **Endorsements** to which they apply

A defined word or phrase will be printed in bold each time it appears in this certificate

### Application

The information submitted to **Us** by **You** or on **Your** behalf and which **We** have relied upon in setting the terms and premium for the cover provided by this certificate

### Asbestos

Fibres of or particles of or any material or mixture containing crocidolite amosite chrysotile actinolite anthophyllite or tremolite

### Bodily Injury

Death bodily injury illness disease or any identifiable psychiatric injury

### Business

The business stated in the **Schedule**

### Circumstance

An incident occurrence fact matter act error omission or event which might give rise to a claim

### Computer System

Computers and other computing and electronic equipment linked to computer hardware electronic data processing equipment or **Microchips** (and anything which relies on a **Microchip** for any part of its operation). For the avoidance of doubt this definition includes any computer installation

### Computer Virus

Any computer program (including for example any file virus boot sector virus hostile applet trojan horse program Java virus ActiveX virus or other executable program) which contains instructions to initiate an event on the infected computer causing modification of or **Damage** to any computer data memory or data media

### Damage

Loss destruction or damage

### Data

Information represented or stored electronically including for example code or series of instructions operating systems software programs and firmware

### Defined Territories

England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

### Employee

Any person who is or was at the time of any **Circumstance** or claim under a contract of service or apprenticeship with **You** or whilst working under **Your** control and supervision in the conduct of the **Business**

### Endorsement

An alteration to the terms of this certificate which can extend or restrict cover

### Excess

An amount which **You** must bear for each and every claim and for which **You** must reimburse **Us** as soon as practicably possible upon request

### Failure of a Computer System

The complete or partial failure or inability (whether in terms of availability functionality or performance) of a **Computer System** whether or not owned by **You** to operate at any time as desired as specified or as required in the circumstances of the **Business** activities

### Fungal Pathogens

Any fungus mycota or any by-product or type of infestation produced by any fungus or mycota including for example mycotoxins spores or any biogenic aerosols

### Government Action

The action taken by the Government as a direct consequence of **War** or **Terrorism** whether or not resulting from the adoption of emergency powers

### Microchip

A unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers

### Period of Insurance

The period from when the cover under this certificate starts to when the cover ends as stated in the **Schedule**

### Pollution

Pollution consequent pollution seepage or contamination caused by arising out of or in any way involving any electronic solid liquid gaseous or thermal irritant or contaminant including for example electromagnetic fields noise radio-waves smoke vapour water-borne disease soot fumes acids alkalis chemicals and waste

Waste includes material to be recycled reconditioned or reclaimed

This definition does not include **Asbestos**

### Premises

The premises or location stated in the **Application** and **Schedule**

### Product

Any commodity article or thing computer software or firmware (including its container packaging label and instructions for use) which is

1. created manufactured sold supplied procured processed altered applied or treated
2. repaired serviced tested or maintained
3. installed commissioned constructed or erected

by **You** or on **Your** behalf and which is no longer in **Your** custody or control

### Property Insured

The item stated in the **Schedule**

For the purpose of determining the heading under which any property is insured **We** agree to accept the designation under which such property has been entered in **Your** books

### Radioactive Contamination

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or any of its nuclear components

### Schedule

The **Schedule** attached to this certificate

### Series of Claims

A number of claims (whether made by the same or different claimants and whether falling under one or more sections of the certificate) that arise from the same source or originating cause

### Terrorism

Any act including for example the use of force or violence and/or the threat thereof 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

### War

War invasion acts of foreign enemies hostilities or warlike operations (whether war is declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution or military or usurped power

### We / Us / Our

The insurers stated in the **Schedule**

### You / Your / Yourself / Certificate Holder

1. The person company partnership unincorporated association or trading style stated in the **Schedule** as the Certificate Holder or any predecessor in business of that person company partnership unincorporated association or trading style declared to **Us** in the **Application**
2. Any person who is or was a partner director principal or **Employee** of the person or entity referred to in 1. above but only in respect of their employment with that person or entity
3. Any office-bearer or member of a social or sporting club or welfare organisation formed by **You** or with **Your** consent but only in respect of claims arising from duties connected with the activities of the club or organisation

Any executor or administrator of any person referred to in 1. to 3. above but only in respect of their employment with or appointment on behalf of the person or entity referred to in 1.

# Professional Indemnity Section – Estate & Lettings Agents (Non-RICS)

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The following terms conditions definitions and exclusions together with the certificate terms conditions definitions and exclusions all apply to this section Where a definition appears in this section and in the certificate definitions section the definition in this section takes precedence

## Section Definitions

### Documents

1. Documents (other than bearer bonds coupons bank or currency notes or other negotiable instruments) whether written printed or reproduced by any other method
2. Computer records or any document in electronic format

entrusted to or deposited with **You** in the ordinary course of **Your Business** and for which **You** are responsible

### Geographical Limits

The geographical limits stated in the **Schedule**

### You/Your/Yourself/Certificate Holder

1. The person company partnership unincorporated association or trading style stated in the **Schedule** as the Certificate Holder or any predecessor in business of that person company partnership unincorporated association or trading style declared to **Us** in the **Application**
2. Any person who is or was a partner director principal or **Employee** of the person or entity referred to in 1. above but only in respect of their employment with that person or entity
3. Any Executor or Administrator of any person or entity referred to in 1. or 2. above but only in respect of their employment with or appointment on behalf of that person or entity
4. Any contractor or subcontractor working for the person or entity referred to in 1. above but only in respect of work undertaken for or on behalf of that person or entity

## Section Cover

### Claims made against You

**We** will pay on **Your** behalf all amounts for which **You** become legally liable as a result of any claim first made against **You** during the **Period of Insurance** for

1. any negligent act error or omission or breach of professional duty committed by **You**
2. unintentional breach infringement or unintentional unauthorised use of confidential information trade secrets copyrights trademarks designs or computer routines and programmes not owned by **You**
3. unintentional defamation
4. **Damage to Documents** not owned by **You**
5. the dishonest or fraudulent action of any **Employee**
6. inadvertent transmission of any **Computer Virus**
7. any other civil liability (unless excluded or limited elsewhere in this certificate)

provided that the claim or any **Circumstance** is notified to **Us** during the **Period of Insurance** and arises as a result of the conduct of **Your Business** within the **Geographical Limits**

#### Defence costs

**We** will also pay all other costs and expenses incurred by **Us** or by **You** with **Our** prior written consent in connection with the investigation defence or settlement of a claim. However **We** will not pay any costs or expenses in relation to any claim for which no cover is provided under this section of the certificate

#### Ombudsman awards

**We** will pay on **Your** behalf any amounts for which **You** become legally liable to pay as compensation as a result of an award made against **You** by any Ombudsman (including the Property Ombudsman) where the claim is first brought against **You** during the **Period of Insurance** and is notified to **Us** during the **Period of Insurance** and arises as a result of the conduct of **Your Business** within the **Geographical Limits**

#### Court attendance costs

**We** will pay **You** GBP 250 for every day that an **Employee** is required by **Your** legal representatives to attend court in connection with any claim for which cover is provided under this section of the certificate

#### Breach of statutory obligations

**We** will pay 80% of any costs and expenses incurred with **Our** prior written consent in the defence of any proceedings brought against **You** during the **Period of Insurance** and notified to **Us** during the **Period of Insurance** under

1. the Property Misdescriptions Act 1991 or
2. Estate Agents Act 1979

where in **Our** opinion the provision of a defence could protect **You** against a claim for which cover would otherwise be provided under this section of the certificate

#### Irrecoverable fees

**We** may at **Our** discretion and subject to **Our** prior written consent reimburse **You** up to the value of any fee owed to **You** by **Your** client where that client is alleging that **You** are in breach of **Your** professional duty and where in **Our** sole opinion that allegation is likely to succeed and is covered under this section of the certificate provided that any such allegation is notified to **Us** as soon as reasonably possible during the **Period of Insurance** and arises as a result of the conduct of **Your Business** within the **Geographical Limits**

### Section Indemnity Limit

#### Limit of indemnity

**We** will pay up to the limit of indemnity for Professional Indemnity stated in the **Schedule** in respect of any one claim or **Series of Claims**

#### Limit for defence costs

**We** will pay a further limit of Indemnity in respect of costs and expenses incurred in the investigation defence or settlement of a claim (as set out in the Defence costs clause under Section Cover above) but the maximum **We** will pay in respect of these costs and expenses will not be greater than the limit of Indemnity for Professional Indemnity stated in the **Schedule** in respect of any one claim or **Series of Claims**

In the event that the limit of indemnity is exhausted by payment of a claim (or **Series of Claims**) **Our** liability for costs and expenses is limited to the proportion that the limit of indemnity bears to the total amount paid

#### Limit for ombudsman awards

In respect of awards made against **You** by any Ombudsman the maximum **We** will pay in respect of any single award or in respect of any series of awards attributable to one source or originating cause will be GBP250 000. This amount will form part of and will not be in addition to the limit of indemnity for Professional Indemnity stated in the **Schedule**

### Limit for breach of statutory obligations

In respect of any proceedings brought against **You** during the **Period of Insurance** under the Property Misdescriptions Act 1991 or the Estate Agents Act 1979 the maximum **We** will pay for defence costs and expenses will be the limit of indemnity for Professional Indemnity costs stated in the **Schedule**

### Limit for Damage to Documents

In respect of any and all claims made during the **Period of Insurance** arising as a result of **Damage to Documents** by **You** the maximum **We** will pay will be GBP100 000 This amount will form part of and will not be in addition to the limit of indemnity for Professional Indemnity stated in the **Schedule**

### Limit for court attendance costs

In respect of any and all claims made during the **Period of Insurance** arising as a result of the Court attendance costs clause in the Section Cover above the maximum amount **We** will pay will be GBP10 000 This amount will form part of and will not be in addition to the limit of indemnity for Professional Indemnity costs stated in the **Schedule**

### Excess

In respect of any claim **You** will pay the **Excess** stated in the **Schedule** and **We** will only pay the part of the claim which exceeds the **Excess**

In respect of any **Series of Claims** **You** will be required to pay only one **Excess**

Where the sole payment is in respect of costs and expenses incurred in the investigation defence or settlement of a claim (or **Series of Claims**) the **Excess** will not apply

In respect of any award made against **You** by an Ombudsman **We** will only pay that part the award which exceeds the amount of **Excess** stated in the **Schedule**

### Section Exclusions

**We** will not pay

#### Bodily Injury & property Damage

any claim in respect of

1. **Bodily Injury** or
2. **Damage** to physical property

unless arising from **Your** negligent act negligent error or negligent omission which arises from a professional duty owed by **You** to another party during the course of **Your Business**

#### Contractual liability

any claim arising from **Your** agreement to assume any legal liability under any express agreement warranty indemnity waiver or guarantee (including any liability for liquidated damages) unless **You** would be liable to the same degree or for the same period of time had **You** not given that agreement

#### Fines penalties & damages

any fines punitive penal multiple or exemplary damages where they can be identified separately within any award of a court

#### Restricted recovery

any claim in respect of which **You** have agreed with another party to exclude or limit **Your** rights of recovery unless **We** have approved that agreement and endorsed this section of the certificate accordingly

#### Work undertaken prior to the retroactive date

any claim arising out of

1. any act error or omission committed or alleged to have been committed by **You** prior to the Retroactive Date stated in the **Schedule**



2. any act error or omission committed or alleged to have been committed by **You** which forms part of an inter-related series of acts errors omissions or events which commenced prior to the Retroactive Date stated in the **Schedule**

### Fraud & dishonesty

any claim caused by or arising out of or in any way involving dishonest or fraudulent action other than to the extent that the claim arises by reason of and was solely and directly caused by the (actual or alleged) dishonest or fraudulent action of any **Employee** (whether committed alone or in collusion with others) and results in any client of **Yours** suffering a loss and provided always that

1. no cover will be provided to any party committing conspiring to commit or condoning any dishonest or fraudulent action
2. no cover will be provided for any loss arising out of the dishonest or fraudulent action of any **Employee** after discovery of reasonable cause for suspicion of any dishonest or fraudulent action in relation to that person
3. any claim or **Series of Claims** arising out of dishonest or fraudulent action whether of a similar nature or otherwise committed by a person or persons acting in collusion with others shall for the purposes of this certificate be treated as one claim and only one limit of indemnity will apply
4. **Your** annual accounts (and client accounts where applicable) have been certified by an independent and properly qualified accountant or auditor
5. this section continues in force for the benefit of all other insured parties not involved in the dishonest or fraudulent action as if the fraudulent claim had not been made

### Controlling interest

any claim arising from or brought by any entity that has a controlling interest in **You** by virtue of their having a majority financial or executive interest in **Your** operation unless the claim originates from a source independent of that firm company organisation or entity

### Joint Ventures

any claim arising from any partnership joint venture consortium or profit sharing scheme of which **You** are a member unless that partnership joint venture consortium or profit sharing scheme is included within the definition of **You**

### Survey & valuation

any claim arising out of or in connection with any property survey or property valuation carried out for the purposes of construction or obtaining a loan

### Financial services

any claim arising out of Investment Services as defined by the Financial Services and Markets Act 2000 (or any superseding legislation) However this exclusion will not apply where **You** act solely as an introducer of those services to an independent third party financial advisor

### Pollution

any claim caused by arising out of or in any way involving **Pollution**

### Patent infringement

any claim caused by arising out of or in any way involving **Your** infringement of any patent

### Legal action outside Jurisdiction

any claim made or action instituted

1. outside the countries stated in the **Schedule** under Jurisdiction
2. to enforce a judgement obtained from any court outside the Jurisdiction stated in the **Schedule**

### USA & Canada

any claim or action instituted

1. within the United States of America and/or Canada or any territories which come within the jurisdiction of the United States of America and/or Canada
2. to enforce a judgment obtained in any Court of the United States of America and/or Canada or any territories which come within the jurisdiction of the United States of America and/or Canada

### Insolvency & trading losses

any claim caused by arising out of or in any way involving

1. **Your** insolvency (including any claim made by **Your** liquidator provisional liquidator or administrator) or any trading losses or trading liabilities incurred by any business managed or carried on by **You**
2. the insolvency of any contractor or subcontractor working on **Your** behalf

### Directors & officers liability

any claim made against

1. **You** in **Your** capacity as a director officer or trustee in respect of **Your** performance or non-performance of **Your** duties as a director officer or trustee
2. **Your** principal partner director or executive officer in respect of a breach of his legal duty to manage **You** in accordance with his legal and/or regulatory obligations

### Liability arising out of employment

any claim in respect of

1. **Bodily Injury** to any **Employee**
2. any breach of any contractual statutory or other obligation owed by **You** as an employer to any **Employee**

### Product liability

any claim caused by arising out of or in any way involving any **Product**

### Animal property transport & occupiers liability

1. any claim arising from the ownership possession or use by **You** of any animal buildings premises structures land aircraft watercraft or vehicle
2. any claim for **Damage** to property which is owned by leased hired rented or entrusted to **You** or otherwise in **Your** care custody or control however this exclusion will not apply in respect of the cover provided under Claims made against **You** for **Damage** to documents not owned by **You**

### Pension & trustee liability

any claim caused by arising out of or in any way involving

1. any pension employee benefit scheme or trust fund established administered or maintained by **You**
2. the purchase of sale of or trading of any stocks shares or securities

### Related Entities

any claim arising from or brought by a firm company or organisation in which **Your** partners directors or principals have a controlling interest unless the claim is brought against **You** by a source which is independent of that firm company or organisation

### Unethical Conduct

any claim made in respect of any actual or alleged violation of any law relating to unconscionable conduct or anti-trust or competition law or other law prohibiting unlawful restraint of trade or profession

### Insurance & finance

any claim arising out of or in any way involving the arrangement or maintenance of insurance or finance the provision of finance or advice on financial matters

## Section Claims Conditions

The following claims conditions will apply to this section of the certificate only

Where a claims condition appears in this section and in the Certificate Claims Conditions section the claims condition in this section takes precedence

### Notification

**You** must notify **Us** as soon as practicably possible after **You** become aware of any of the items listed below;

1. any claim made against **You**
2. the receipt of notice from any party of an intention to make a claim against **You**
3. any loss suffered by **You**
4. any **Circumstance**
5. the referral of any work undertaken by **You** to any Ombudsman
6. the discovery of reasonable cause for suspicion of dishonesty or fraud on **Your** part or on the part of any **Employee** consultant contractor or subcontractor whether giving rise to a loss or claim under this section of the certificate or not

Any claim arising from **Circumstances** notified to **Us** will be deemed to have been made during the **Period of Insurance** in which notice of that claim or **Circumstance** was first given

### Who to notify

Written notice must be provided to **Us** by writing to the Claims Notification Contact stated in the **Schedule**

Written notice must give full particulars of the claim or **Circumstance** including

1. the name of the potential claimant
  2. the date of the actual or alleged incident occurrence fact matter error omission or event which has given rise to the **Circumstance**
  3. the name of any individual involved in the **Circumstance**
  4. the date when **You** first became aware of the **Circumstance**
  5. the estimated amount of any potential Claim which may arise from the **Circumstance**
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# Certificate Exclusions

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The following exclusions apply to the whole of this certificate in addition to those set out in each individual section

**We** will not pay under any section of this certificate

## Asbestos

any claim caused by arising out of or in any way involving **Asbestos**

## Deliberate acts and known defects

any claim caused by arising out of or in any way involving

1. a deliberate act or omission which **You** commit condone or ignore
2. the specification of or provision by **You** of any **Product** or service which **You** knew or which **You** ought to have known to be deficient or ineffective and incapable of substantially fulfilling the essential purpose for which it was intended or incapable of performing as specified warranted (whether expressly or implicitly) or guaranteed

## Excess

the **Excess** stated in the **Schedule** and **We** will only pay the part of the claim which exceeds the **Excess**

In respect of any **Series of Claims You** will be required to pay only one **Excess** If more than one **Excess** is stated the highest amount will apply

Where the sole payment is in respect of costs and expenses incurred in the investigation defence or settlement of a claim (or **Series of Claims**) the **Excess** will not apply

## Mould and fungus

any claim caused by arising out of or in any way involving **Fungal Pathogens**

## Previous claims and Circumstances

any claim **Circumstance** or occurrence of which **You** were aware or ought to have been aware prior to the effective date of the cover provided by this certificate

## Radioactive Contamination

any claim caused by arising out of or in any way involving **Radioactive Contamination**

## Sonic bangs

any claim caused by arising out of or in any way involving pressure-waves caused by aircraft or other aerial devices travelling at supersonic speeds

## War and Government Action

any claim caused by arising out of or in any way involving **War** or **Government Action**

## Sanctions

Any benefit to the extent of providing cover payment of any claim or the provision or any benefit where doing so would breach any sanction prohibition or restriction imposed by law or regulation

## Terrorism

any claim caused by arising out of or in any way involving

1. **Terrorism**
2. any action taken in controlling preventing suppressing or in any way relating to **Terrorism**

# Certificate General Conditions

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## Certificate

This certificate is made and accepted subject to all the provisions conditions and exclusions set out attached to or endorsed in it all of which must be considered and the certificate wording **Schedule** and any **Endorsement** must be read together as one document

At all times the singular will include the plural and vice versa

## Certificate jurisdiction

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

Any legal references within this certificate will include any similar legal provision in the jurisdiction where **Your Premises** or any of **Your** work sites are situated provided that such jurisdiction falls within the jurisdictional scope of the certificate

## Certificate language

The language of this certificate and all communications relating to it will be in English

## Data Protection Act

Any information provided to **Us** regarding **You** any person insured or any **Employee** will be processed by **Us** in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling claims or complaints if any This may necessitate providing such information to third parties

## Fraud

If **You** or anyone acting for **You** makes a fraudulent claim for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device **We**:

- a) will not be liable to pay the claim; and
- b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- c) may by notice to **You** treat this Policy as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under 3. above:

- a) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act A relevant event is whatever gives rise to **Our** liability under this certificate (such as the occurrence of a loss the making of a claim or the notification of a potential claim); and
- b) **We** need not return any of the premium paid

## How the conditions apply

Every condition or **Endorsement** that applies to this certificate will apply from the time that condition or **Endorsement** attaches and will continue to be in force during the remainder of the **Period of Insurance**

## If the risk changes

This certificate will be cancelled if

1. **Your** interest ceases other than by death
2. the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued or ownership changes unless its continuance is confirmed in writing by **Us**

## Information You Have Given Us

In deciding to accept this policy and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us** **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- a) treat this policy as if it never existed;
- b) decline all **Claims**; and
- c) retain the premium

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- i. treat this policy as if it never existed refuse to pay any **Claim** and return the premium **You** have paid if **We** would not have provided **You** with cover;
- ii. treat this policy as if it had been entered into on different terms from those agreed if **We** would have provided **You** with cover on different terms;
- iii. reduce the amount **We** pay on any **Claim** in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You** if **We** would have charged **You** more

**We** will notify **You** in writing if (i) (ii) and/or (iii) apply

If there is no outstanding **Claim** and (ii) and/or (iii) apply **We** will have the right to:

1. give **You** thirty (30) days' notice that **We** are terminating this policy; or
2. give **You** notice that **We** will treat this policy and any future **Claim** in accordance with (ii) and/or (iii) in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this policy

If this policy is terminated in accordance with (1) or (2) **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**

### Other interests

The interests of third parties **You** are required to include on this certificate under the terms of any mortgage property lease hiring leasing or hire purchase agreement are automatically noted providing **You** advise **Us** at the time of making a claim

### Our liability

For all purposes the application of any stated benefit **Sum Insured** limit or limit of liability and consideration of when and how this certificate will respond all persons entitled to cover under this certificate will be treated as one party or legal entity so that there will be only two parties to the contract namely **Us** and **You**

### Precautions You must take

**You** must

1. take all precautions to prevent or minimise accidents **Damage** or **Bodily Injury** including taking all measures (which must include the implementation and regular updating of current computer protection software) to protect yourselves from unauthorised use of or access to **Your** records and **Computer Systems** (including **Your** Internet website)
2. take back-up copies of all data web pages and programmes at least every 7 days and store them elsewhere than at the **Premises**
3. maintain the **Premises** machinery equipment and furnishings in a good state of repair
4. exercise care in the selection and supervision of **Employees** and ensure that they are provided with adequate resources to maintain the level of competence necessary to fulfil their duties

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

**We** shall have no liability under the certificate if **You** fail to comply with the above precautions unless **You** show that non-compliance with these terms could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

### Third Party Rights

It is not the intention of the certificate that any party except **Us** and those named or defined as **You** herein or other parties specifically insured by this certificate should acquire any rights under or in relation to it or to be entitled to the benefit of any of its terms

### Value added tax

To the extent that **You** are accountable to the tax authorities for Value Added Tax all terms in this certificate are exclusive of this tax

### Your ongoing duty to provide accurate information

**You** must tell **Us** within fourteen (14) days of **You** becoming aware of any changes in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**

When **We** are notified of a change **We** will tell **You** if this affects **Your** certificate For example **We** may cancel **Your** certificate in accordance with the Cancellation and Cooling-Off Provisions amend the terms of **Your** certificate or require **You** to pay more for **Your** insurance If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid

## Certificate Claims Conditions

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The following claims conditions apply to the whole of this certificate Any other claims conditions are set out in the section to which they apply

### Claims under more than one section

If **We** agree to pay a claim under more than one section of this certificate as a result of a single occurrence event error or omission and if an **Excess** is applied under more than one of these sections then only one **Excess** (being the highest of those which would have applied separately under each section) will be deducted from the total claim payment

### Control of claims

**We** are entitled at any time to conduct in **Your** name the defence or settlement of any claim and **You** must not agree that any other party may take over the conduct and control of any claim without **Our** prior written consent

Failure to comply with the above provision could result in coverage being suspended under this **policy** from the time of **your** failure to comply with the above condition until the time when the breach is remedied (if it is capable of being remedied). **We** will have no liability to **you** for any loss which occurs, or which is attributable to something happening, during the period when **our** liability is suspended.

### Do not admit You are liable

**You** must not admit liability for or settle any claim or incur any costs or expenses in connection with any claim without **Our** prior written consent

**We** shall be entitled to refuse to pay any claim under this policy in its entirety if **You** do not comply with the above provision

### Helping Us with the claim

**You** must give **Us** any information that **We** may require and **You** must do and agree to do anything **We** or any party acting on **Our** behalf may require **You** to do in the investigation defence and settlement of a claim

### Notifying a claim to Us

**You** must notify **Us** as soon as practicably possible after **You** become aware of any claim or possible claim against **You** or upon **You** becoming aware of any **Circumstance** (regardless of the amount of any **Excess**)

**We** shall be entitled to refuse to pay any claim under this policy in its entirety if **You** do not comply with the above provision

#### Who to notify

Notice must be provided to **Us** by contacting the Claims Notification Contact stated in the **Schedule** or to **Your** broker intermediary or agent who arranged this certificate

#### Notifying the Police

**You** must as soon as practicably possible give notice to the police in respect of any

1. vandalism
2. theft or any attempt at theft or loss of money by any cause
3. any other circumstances where a criminal act is suspected

**We** shall be entitled to refuse to pay any claim under this policy in its entirety if **You** do not comply with the above provision

#### Our right to make recoveries

Following a payment in respect of a claim **We** may at **Our** discretion seek recovery from any other party **We** will not exercise this right against any of **Your** principals partners directors executive officers or other **Employees** unless that claim arises as a result of or is contributed towards by the dishonest fraudulent malicious or criminal act or omission of that person.

#### Paying the claim

In connection with any claim against **You** **We** may at any time pay **You** the limit of liability or the sum insured stated in the **Schedule** (after deduction of any sums already paid as damages or as claimants' costs and expenses in respect of that claim) or any lesser amount for which the claim can be settled.

In these circumstances **We** will relinquish control of the claim and **We** will be under no further liability in connection with that claim except for costs and expenses for which **We** may be responsible under this certificate and which **We** have consented to incur prior to the date of payment of that claim.