

Professional Personal Assistants Policy

Introduction

Thank you for insuring your business with Sterling Insurance Company Limited.
Please keep this policy in a safe place since it contains important information about your insurance protection.
You should check the policy schedule carefully. It shows those sections under which you are covered. We will issue a replacement schedule if you change your cover in the future.

Our promise of satisfaction and service

If this policy does not meet your needs, you have the right to cancel it for a period of 14 days from the date your policy begins or from the date you receive this policy document if this happens later. If you cancel it in this period you will receive a full premium refund. If you have made a claim or an incident giving rise to a claim has occurred during this period, you must reimburse us for any claims payments we have made.

If you want to cancel this policy you should write to us at: Sterling Insurance Company Limited, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX.

Disclosure

It is most important that you tell us of any material change in your circumstances which may affect this insurance cover. Material facts can have an effect on what you are covered for and how much you pay. If you are not sure whether something is important, please tell us anyway, since a failure to disclose a material fact relevant to this insurance could result in your cover being invalid. We recommend that you keep a copy or a record of all information you give to us.

Confidentiality

We promise complete confidentiality and security in all matters relating to **your** insurance arrangements.

Financial Services Authority

Sterling Insurance Company Limited is authorised and regulated by the Financial Services Authority. It appears on the Financial Services Authority's register under number 202012.

Your cover

Your policy consists of	Page
The Schedule	
Introduction	1
Your cover	2
Assistance	
Helplines	3
How to make a claim	4
Advice and Services	5
Complaints Procedure	6
Definitions	7 - 9
General Conditions	10 - 12
General Exceptions	13 - 14
Sections	
1 All Risks	15
2 Employers Liability	16 - 18
3 Public Liability	19 - 22
4 Professional Indemnity	23 - 25

Your Policy is evidence of the contract that you have made with us and is based on the information you have provided, including any declaration that you may have signed.

This policy, schedule and any endorsements should be read together as one document.

We will insure you in accordance with the policy terms, conditions, endorsements and memoranda in respect of the operative sections as shown in the schedule against loss, damage or legal liability occurring during any period of insurance for which you have paid or agreed to pay a premium.



John Blundell
 Managing Director
 Sterling Insurance Company Limited
 Registered in England and Wales No. 00498605
 Registered Office: Ambassador House, Paradise Road, Richmond upon Thames, Surrey TW9 1SQ

Assistance

Helplines

Premises Helpline	A 24 hour Helpline operated by DAS Legal Expenses Insurance Company Limited providing a call out service in the event of an unforeseen emergency affecting your premises that causes damage or potential danger. This will provide you with the services of a suitable repairer or contractor. You shall be responsible for the cost of the assistance received which may be recoverable under the terms of this policy.	0117 934 0192
Legal Helpline	<p>A 24 hour Helpline operated by DAS Legal Expenses Insurance Company Limited that will provide you with Confidential legal advice. Areas covered by this Helpline include employment, statutory regulations, landlord and tenant disputes, VAT and other taxation matters, contracts and data protection.</p> <p>In certain circumstance the advice given will be confirmed in writing.</p>	0117 934 0192
Counselling Helpline	A 24 hour Helpline operated by DAS Legal Expenses Insurance Company Limited that will provide you and your employees (including any immediate family member who permanently reside with you or them) with access to qualified counsellors who will provide support in dealing with concerning matters. This service includes, where appropriate, onward referral to relevant voluntary and professional services.	0117 934 2121
Glass Breakage	A 24 hour Helpline operated by Solaglas Windowcare by utilising their nationwide fleet of mobile glaziers to provide a glass and frame replacement/repair service. Provided this is covered by your policy, the cost will be paid direct by us less the excess.	0800 474 747

Assistance

Claims Procedure

If you need to make a claim under this policy please contact your professional adviser or call us on 0845 271 1300.

To ensure we maintain a high quality service, we may monitor or record telephone calls.

From the moment you or your professional adviser calls, we will take full responsibility for dealing with your claim. When you telephone please ensure you have your policy number and details of the claim to hand.

We will:

confirm whether the event is insured

if necessary, arrange for a loss adjuster to contact you

give you advise on how your claim will be dealt with and any excess you may have to pay.

In most cases you will need to complete a claim form.

If we cannot settle immediately, your claim will be under the personal control of a nominated claims handler who will manage the whole claim and will act as your point of contact. We will give you regular progress reports and settle your claim as fairly and promptly as possible.

The claims procedure for Sections 13 and 14 are set out in those sections.

Assistance

Advice and Services

Customers with a disability

In accordance with the Disability Discrimination Act 1995 we are able to provide, upon request, a textphone facility, audio tapes, large print and Braille documentation. Please advise us if you require any of these services to be provided so that we can communicate in an appropriate manner.

Risk Management

Our experienced Risk Management Surveyors are available to visit your business to give you help and guidance on suitable security measures. They can also give you advice on practical steps to protect your premises from fire, extreme weather conditions and many other aspects including health and safety.

Our surveyors are direct employees of Sterling and they will ensure that confidentiality of all matters discussed is maintained at all times.

Assistance

Complaints Procedure

We are committed to giving you a first class service at all times and will make every effort to meet the high standards we have set. If you feel we have not attained the standard of service you would expect or you are dissatisfied in any other way, then this is procedure that you should follow:

If you have a complaint you or your professional adviser should contact us at:

The Customer Services Manager
Sterling Insurance Company Limited
50 Kings Hill Avenue
Kings Hill
West Malling
Kent ME19 4JX

or telephone us on: 0845 271 1300

or e-mail us on: info@sterlinginsurancegroup.com

If you remain dissatisfied you may, under certain circumstances, refer your complaint to:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone: 0845 080 1800

Website: www.financial-ombudsman.org.uk

Please note the Financial Ombudsman Service will only normally consider a complaint once we have issued a final decision.

Following this procedure will not affect your Legal rights.

Definitions

Any words or expressions listed below will carry the same meaning wherever they appear in the policy unless stated otherwise. These words or expressions will be shown in bold wherever they appear.

act of terrorism	<p>an act or threatened act of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government and</p> <ul style="list-style-type: none">• involves a violent or an unlawful use of force of an unlawful act dangerous to human life, property or infrastructure, or theft thereof and• is or appears to be intended to intimidate or coerce a civilian population or disrupt any segment of the economy of any government, state or country or overthrow, influence or affect the conduct or policy of any government by intimidation or coercion or affect the control of any government by mass destruction, assassination, kidnapping or hostage taking and• is committed for political, religious, ideological or other similar purposes
asbestos	<p>asbestos, asbestos fibres, any derivatives of asbestos and any product containing asbestos, asbestos fibres or any derivatives of asbestos</p>
bodily injury	<p>death, injury, illness, disease or shock (not applicable to section ?? Legal Expenses)</p>
buildings	<p>the building or buildings stated in the schedule including</p> <ul style="list-style-type: none">• outbuildings• walls, gates and fences around the building and belonging to you• permanent fixtures and fittings including alarms systems• car parks, driveways, paths, steps and roadways• piping, ducting, cabling and control gear• fuel tanks, telephone, gas, water and electric meters, fibre optic or integrated services, digital network lines• sanitary ware, fixed glass, fanlights, skylights and partitions, solar panels and wind turbines• air conditioning and central heating systems• foundations, extensions, annexes, gangways, conveniences, outbuildings and sub-stations• underground services <p>on the premises or extending to the perimeter of the premises and for which you are legally responsible</p>
business	<p>the business as stated in the schedule plus the provision and management of catering, social, sports, educational and welfare facilities for the benefit of employees, first aid, medical, ambulance, fire and security services and maintenance of the premises</p>
business hours	<p>the period during which the premises are occupied by you or your authorised employees for the purposes of the business</p>
damage	<p>loss, destruction or damage unless otherwise excluded</p>
electronic equipment	<p>any computer equipment system or software, or any product, equipment or machinery containing, connected to or operated by means of micro or data processor chip</p>

employee	<p>in connection with your business any</p> <ul style="list-style-type: none"> • person under a contract of service or apprenticeship to you • labour master or labour only sub contractor or person supplied by them • self employed person providing labour only • trainee or person undergoing work experience, training, study or exchange scheme • person hired to or borrowed by you • Voluntary workers
excess	the amount for which you will be responsible and which will be deducted from each and every claim
intruder alarm installation signals	the component parts of the alarm including the means of communication used to transmit signals
keyholder	you or any person or keyholding company authorised by you , who is available at all times to accept notification of faults or alarm signals relating to the intruder alarm installation and attend and allow access to the premises
money	cash, bank and currency notes, cheques, money and postal orders, bankers drafts, current postage stamps, saving stamps and certificates, premium bonds, share certificates, luncheon vouchers, travellers cheques, travel tickets, gift vouchers, credit card and debit card sales vouchers, National lottery "instants" and other scratch cards belonging to you and in connection with your business
non negotiable money	crossed cheques, postal orders, money orders, bankers drafts, national giro drafts, payment orders, dividend warrants, national savings certificates, unused postal franking machine units, stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit and debit card sales vouchers and consumer redemption vouchers
operative sections	the sections which you have selected and for which cover is provided by this policy
overnight	between the hours of 21.00 and 06.00
period of insurance	the period stated in the schedule
personal effects	personal possessions normally worn, carried by, on or about the person, clothing, tools and pedal cycles not otherwise insured, belonging to your directors, partners, employees , customers and visitors
pollution or contamination	pollution, contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease (including but not limited to foot and mouth disease), adulteration, impurification or limitation or prevention of the use of objects because of hazards to health
premises	the buildings and the land inside the boundary of the risk address stated in the schedule occupied by you for the purpose of the business
products	any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by you in connection with the business and no longer in your possession or control
property insured	contents, stock and specified stock as specified in the schedule
responsible person	you or any person authorised by you to be responsible for the security of the building
schedule	this provides details of you , the period of insurance , the operative sections of the policy and the sums insured and limits which apply and specifies any endorsements which amend the standard policy wording
specified stock	tobacco, cigarettes, cigars, wines, spirits, jewellery, watches, precious metals and stones, non-ferrous metals, compact discs, audio, television and photographic equipment, electronic equipment and clothing owned by you or for which you are legally responsible

stock	stock and materials in trade including <ul style="list-style-type: none"> • raw materials • work in progress • finished goods • goods in trust • owned by you or for which you are legally responsible for the purposes of the business excluding specified stock
tenant's improvements	improvements, alterations and decorations which have been undertaken to the buildings either by you or a previous occupier, as tenant and for which you are legally responsible as occupier and not as owner
territorial limits	Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
trade contents	the following property used solely in connection with your business , belonging to you or for which you are legally responsible and kept at the premises <ul style="list-style-type: none"> • machinery, plant, trade and office furniture • fixtures, fittings, blinds and signs • all other contents
tenants	not including motor vehicles, money, personal effects, electronic equipment, stock, specified stock, improvements and glass
turnover	the money paid or payable to you for products supplied and services rendered in the course of the business
unattended vehicle	any vehicle left without you , an employee of yours or a responsible adult authorised by you
unoccupied	empty, vacant or no longer used for a period of more than thirty consecutive days
vehicle	any road vehicle including trailers and containers
we, us, our	Sterling Insurance Company Limited other than where stated in the schedule
you, your, yours	the person, persons or company named as the Insured in the schedule .

General Conditions

Applicable to all sections

Adjustment

If any part of the premium is based on estimates that **you** have provided to **us**, **you** will keep an accurate record of all relevant particulars and will at all times allow **us** to inspect and copy such records. Within 3 months of the expiry of each **period of insurance**, **you** will provide **us** with the relevant information that **we** require. The premium for the period will then be adjusted in accordance with **our** applicable rates and any difference paid by, or refunded to, **you** as the case may be will be subject to **our** minimum premium.

Avoidance of policy

This policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

Cancellation

You may cancel the policy by giving **us** written instructions, but **you** will not be entitled to any refund in premium if **you** do so after 14 days from the date **your** policy begins unless **you** have made a claim or an incident giving rise to a claim has occurred during this period.

We may cancel this policy or any section by sending **you** 7 days notice by recorded delivery letter to **your** last known address.

If **you** are paying by monthly instalments **we**

- will stop applying for **your** monthly premium
- may exercise **our** right to collect the balance of any outstanding premium instalments in the event of a claim.

If **you** have agreed to pay **your** premiums by instalments and **you** fail to pay any of those instalments, **we** reserve the right to cancel **your** policy.

Change in risk

You must give immediate notice to **us** of any change in circumstances which may increase the possibility of loss, damage, accidental **bodily injury** or liability covered by this policy, including (but not limited to)

your interest ceasing other than by death or

the **business** being wound up or carried on by a liquidator or receiver or permanently discontinued or any alteration being made either in the **business** or in the **premises** or in any property or in any other circumstances.

Claims

It is a condition precedent to **our** liability that in the event of a claim or possible claim **you** must

- advise the Police as soon as reasonably possible if there has been a theft, attempted theft, riot damage, vandalism or any malicious act or if any insured property has been lost outside the **premises**
- advise **us** as soon as reasonably possible
- not admit or repudiate liability without **our** written consent
- inform **us** immediately of any claim being made, or of any impending prosecution, inquest or fatal accident inquiry. All documentation relating to any accident, claim, prosecution or court proceedings must be sent to **us** immediately, unacknowledged
- provide at **your** own expense all details and evidence **we** may reasonably require.

Contracts (Rights of Third Parties) Act 1999

No person, persons, company or other party who is not named as the insured in this policy shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy. This shall not affect any right or remedy of a third party that exists or is available apart from that Act.

Data Storage

It is a condition precedent to **our** liability that

- all computer and other electronic data carrying systems shall
- have each days work backed up at the close of business
- have the entire system backed up every four weeks
- and such duplicate records shall be stored in accordance with any conditions that may have been agreed with **us**.
- all transparencies, negatives, original and finished artwork shall be kept in fire proof storage cabinets approved by **us**, when not being worked upon.

Death of the Insured

In the event of **your** death **we** will in respect of liability or loss incurred by **you** indemnify **your** personal representatives in the terms of and subject to the limitations of this policy, provided that such personal representatives shall as though they were **you** observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply.

Excess clause

Where stated in the **schedule you** will be responsible for paying an **excess** in relation to each and every claim made by **you** under this policy.

If a claim is made for loss or damage under more than one section resulting from the same cause and at the same time, **you** will only pay one **excess** and if different **excesses** apply, **you** will pay the higher amount.

Fraud

If any claim is fraudulent in any respect or fraudulent means are used to obtain benefit under this policy or if any damage is caused by **you** or anyone acting on **your** behalf resulting from a wilful act or with **your** or their connivance all benefits under this policy will be forfeited from the date of the incident or circumstances in respect of which the fraudulent claim is made.

For the purposes of this Fraud Condition, the definition of '**you, your**' shall also include:

- any Director or Partner of the company
- any spouse or partner of any Director or Partner of the company
- any spouse or partner of any person
- named as the Insured in the **schedule**.

Law applicable

Under United Kingdom law the parties to the contract have the right to choose the law which should apply. In the absence of any agreement to the contrary, English law will apply.

Other insurance

We will not pay for any loss, damage, legal liability or other event giving rise to a claim covered under this policy if **you** are entitled to be paid by any other insurance which covers the same loss, damage, legal liability or other event.

Other interests (to be declared)

The financial interest of any mortgagee(s), freeholder(s), leaseholder(s) or other party having a similar financial interest, as declared to **us**, is deemed to be noted in the insurance provided under the relevant section of this policy.

Reasonable care

You must at all times

- take all reasonable precautions to prevent loss, destruction, damage, accident or **bodily injury**
- keep the **premises, buildings** and other maintainable property which is insured by this policy in a satisfactory state of repair
- comply with all relevant statutory requirements and other regulations imposed by any authority and manufacturers' recommendations all relating to the use inspection and safety of property and the safety of persons
- as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be effected as the circumstances may require
- exercise due care in the selection and supervision of **employees**.

Reinstatement of sum insured

We shall in the event of damage under this policy automatically reinstate the sum insured unless there is written notice by **us** to the contrary, provided that

- **you** undertake to pay the appropriate additional premium
- **you** immediately implement any recommendations **we** make to prevent further loss, destruction or damage and effect all repair or replacement work without delay.

Rights

We are entitled to enter any building where loss or damage to property insured by this policy has occurred and to take possession of and deal with any salvage in a reasonable manner. No property may be abandoned to **us**.

Security

It is a condition precedent to **our** liability that **you** must at all times ensure that

- security devices are put into full and effective operation whenever the **premises** are closed for **business** or left unattended
- keys and all details of any codes or combinations relating to any part of the **intruder alarm installation** and any safe or strongroom be removed from the **premises** whenever the **premises** are closed for **business** or left unattended
- fire break doors and shutters in the **buildings** be maintained in efficient working order and that the openings protected by such doors and shutters be kept clear of obstruction at all times and that all such doors and shutters other than those fitted with fusible links be kept closed except during **business** hours
- alterations or additions to or changes in or removal of security devices be advised to **us** immediately in writing.

Subrogation

We may take over and deal with, in **your** name, the defence or settlement of any claim. **We** will pay any costs and expenses involved. **We** may also start proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** have made or are likely to make under this policy.

Underinsurance

If at the time of any loss, destruction or damage the sum insured is less than the actual value of the property insured **you** will be considered as being **your** own insurer for the difference and shall bear a proportionate share of the loss.

Warranty

Every warranty shall, from the time the warranty attaches, apply and continue to be in force during each subsequent **period of insurance**. Non-compliance with any such warranty in so far as it increases the risk of loss, destruction, damage or accidental **bodily injury** shall be a bar to any claim for such loss, destruction, damage or accidental **bodily injury**.

General Exclusions

What you are not covered for

1. Applicable to all sections

We will not pay for loss, destruction or damage to property, any cost, expense, legal liability or **bodily injury** directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Radioactive Contamination

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

War and Terrorism

- a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- b) an **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to an **act of terrorism** (other than in respect of **bodily injury** to an **employee** arising out of and in the course of employment in the **business**). If **we** allege that by reason of this sub-paragraph any loss, destruction, damage, cost, expense or **bodily injury** is not covered by this policy the burden of proving the contrary shall be upon **you**

Sonic Bangs

Pressure waves caused by aircraft or other aerospace devices travelling at sonic or supersonic speeds

Confiscation

Confiscation, nationalisation or requisition by order of any government or public, municipal, local or customs authority

Electronic Failure

- a) erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any **electronic equipment**, whether belonging to **you** or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus
- b) the failure of any electronic equipment to recognise, accept, respond to or process any data or instruction. However, subsequent loss or damage which is otherwise covered by **your** policy is nevertheless insured

2. Applicable to all sections other than liability

We will not pay for loss, destruction or damage to the property insured resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Pollution or Contamination

- a) to property caused by pollution or contamination unless it is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**
- b) in addition, **we** will not pay for any loss under the Business Interruption section of this policy resulting from pollution or contamination other than loss resulting from **damage** at the **premises** to property used by **you** for the purpose of the **business** caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**

Process of Heat

To property undergoing any process involving the application of heat

Theft by Principals

Arising from theft or attempted theft where **you** or any director, partner or **employee of yours** or any member of **your** family or household be concerned as principal or accessory

Vacant Premises

Due to theft or attempted theft, malicious damage, leakage of water following bursting or overflowing of water pipes, water apparatus or water tanks or from any automatic sprinkler installation, leakage of oil or breakage of glass and sanitary ware

- a) during any period when the **business** has ceased to trade whether the **premises** are unfurnished or otherwise
- b) whilst the **buildings** are insufficiently furnished for normal living purposes or not lived in by any adult person with **your** permission

Unexplained Losses

Due to disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information

Gradually Operating Causes

Caused by wear, tear or any gradually operating cause

Northern Ireland

Any loss, destruction, damage or expense happening in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of loss, destruction or damage or any expense caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons

3. Applicable to all liability sections and Professional Indemnity Sections

We will not pay for legal liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Pollution or Contamination

Any liability arising from pollution or contamination of buildings or other structures or of water or land or the atmosphere and all loss or damage or **bodily injury** directly or indirectly caused by such pollution or contamination unless it is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance** provided that all pollution or contamination arising out of such event shall be deemed to have occurred at the time the event takes place

Asbestos

- a) any liability arising directly or indirectly out of exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos, asbestos fibres or any derivatives of asbestos
- b) the cost of cleaning up, or removal of, or damage to property or any product arising out of any asbestos, asbestos fibres or any derivatives of asbestos (except as stated in this policy)

Section 1 - Specified All Risks

What you are covered for

We will pay for **damage** to the property specified in the **schedule** occurring at the **premises** or elsewhere as specified in the **schedule**.

Maximum Amount Payable

The most **we** will pay in respect of any one occurrence will not exceed the sum insured against each item in the **schedule**.

The most **we** will pay in respect of **damage** by theft or attempted theft from any **unattended vehicle** will not exceed the amount stated in the **schedule**.

Basis of claims settlement

In the event of **damage** to property insured by this section and subject to the adequacy of the sums insured and to the Maximum Amount Payable, **we** will pay the cost of repairing or replacing the property equal to its condition when new provided that

- a) this is carried out without delay and in the most economical manner
- b) when property is partially lost, destroyed or damaged **our** liability shall not exceed the estimated replacement cost which would have been payable had it been wholly lost or destroyed
- c) until replacement has been carried out no payment shall be made beyond the amount which would be payable if an allowance were made for wear, tear or depreciation

What you are not covered for

- 1 **damage** caused by or consisting of
 - a) wear, tear or depreciation or diminution in value
 - b) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
 - c) faulty or defective workmanship, operational error or omission on the part of **you** or any of **your employees**
 - d) marring, scratching, denting, mechanical or electrical defect, failure, breakdown or derangement
 - e) any gradually operating cause, including (but not restricted to) atmospheric or climatic conditions, dry or wet rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
 - f) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
 - g) use of any article contrary to manufacturers' instructions
 - h) storm or flood unless the property is contained in an enclosed vehicle or in a building
 - i) change in temperature, colour, flavour, texture or finish
- 2 **damage** by theft or attempted theft from
 - a) any **unattended vehicle** unless all windows are closed, all doors and other openings are shut and securely locked and any property insured by this section is secured in the locked boot; (the luggage space at the rear of an estate car or hatchback under the top cover and out of view is deemed to be a locked boot)
 - b) any unattended building unless all security devices are put into full and effective operation and such theft or attempted theft involves forcible and violent entry to or exit from the building
- 3 breakage of brittle articles unless forming part of photographic equipment
- 4 losses not directly associated with the incident that caused **you** to claim
- 5 the relevant **excess** stated in the **schedule**.

Section 2 – Employers Liability

What you are covered for

We will pay all amounts which **you** shall become legally liable to pay as damages in respect of accidental **bodily injury** to any **employee** if such injury arises out of and in the course of his employment by **you** in the **business** and occurring

- a) during the period of insurance
- b) within the territorial limits

Compensation for court attendance

We will pay **you** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which **you** are entitled to be paid under this Section and with **our** agreement up to a maximum of £250 per day per person.

Corporate Manslaughter

We will pay **you** in respect of

- a) legal costs and expenses incurred with **our** prior written consent and
- b) prosecution costs awarded against **you**

in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **business** during the **period of insurance** and which may be the subject of payment under this section

Provided that

- i) **our** liability under this section shall not exceed the maximum amount payable shown in the schedule during any one **period of insurance**
- ii) all amounts payable under this extension will form part of and not be in addition to the limit of indemnity stated in the schedule
- iii) where **we** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings by any amount paid or payable by **us** will be deducted from the amount payable under this extension
- iv) **we** agreed in writing to the appointment of any solicitor or council who is to act **your** behalf prior to their appointment.

We will not be liable for

- i) any fines or penalties or the cost of implementing any remedial order or publicity order
- ii) an appeal against any fines penalties remedial order or publicity order
- iii) any costs incurred which result from the failure to comply with any remedial order or publicity order
- iv) costs and expenses in connection with any appeal unless advise has been obtained from solicitors or council that there are strong prospects of success
- v) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **you** or any other director partner or employee of **yours**.
- vi) costs and expenses provided by any other source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
- vii) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **you** in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Cross liabilities

Where there is more than one person named as the insured in the schedule this section shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability in the aggregate for damages to all parties insured shall not exceed the Limit of liability.

Health and Safety at Work etc. Act 1974

We will pay **you** and, at **your** request, any director, partner or **employee** against legal costs and expenses incurred, with **our** written consent, in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the **period of insurance**, including legal costs and expenses incurred with **our** written consent in an appeal against conviction arising from such proceedings.

We will not pay

- a) fines and penalties of any kind
- b) legal costs and expenses where payment is provided by any other insurance
- c) proceedings arising out of any deliberate act or omission

Indemnity to other persons

We will pay at **your** request

- a) any director, partner or **employee**
- b) any officer, committee member or other person employed by **your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
- c) any director, partner or official for whom with the **your** consent an **employee** is undertaking private work
- d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work
- e) the owner of plant hired by **you** but only to the extent of the conditions of hire
- f) any legal representative of any of the above in the event of their death

for amounts which they are legally liable in respect of which **you** would have been entitled to payment under this policy if the claim had been made against **you**.

Provided that

- i) any person is not entitled to be paid under any other insurance
- ii) any person shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) **we** shall retain the sole conduct and control of any claim
- iv) the total amount **we** will pay **you** shall not exceed the maximum amount payable shown on the schedule during the **period of insurance**

Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any **employee** or the personal representatives of any **employee** in respect of bodily injury caused to the **employee** during the **period of insurance** and happening in connection with the **business** against any person or company operating from a premises within the **territorial limits** in any court within the **territorial limits** and remaining unsatisfied in whole or in part six months after the judgement **we** will at **your** request pay to the **employee** or the personal representatives of the **employee** the amount of damages and any awarded costs that remain unsatisfied.

Provided that

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this clause the **employee** or the personal representatives of the **employee** shall assign the judgement to **us**.

Basis of Claims Settlement

The maximum amount payable in respect of

- a) accidental bodily injury to employees
- b) all legal costs recoverable from **you** by any claimant
- c) any other costs and expenses of litigation incurred with **our** written consent
- d) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- e) the costs incurred, with **our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of payment under this section of the policy

arising out of and in the course of employment in the **business** will not exceed

- i) the maximum amount payable shown in the **schedule** for **bodily injury** which is directly or indirectly caused by, contributed to by, results from or arises out of or in connection with any **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against responding to or in any way relating to any **act of terrorism**
- ii) the amount stated in the schedule as regards any other **bodily injury** in respect of any one claim against **you** or series of claims against **you** arising out of one cause.

What you are not covered for

We will not pay for claims made under this section of the Policy in respect of:

- 1 liability for **bodily injury** to any **employee** arising out of the ownership possession or use by or on **your** behalf of any mechanically propelled vehicle or trailer if liability is required by any road traffic legislation to be the subject of compulsory insurance or other security.
- 2 liability arising from **bodily injury** or any **employee** working in or on any offshore installation or any support vessel for any offshore installation or whilst in transit to or from any offshore installation or support vessel

Special conditions

- 1 The insurance provided by this section is deemed to be in accordance with any law relating to compulsory insurance or liability to **employees** whilst employed in the **territorial limits** but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.
- 2 **We** may at any time pay to **you** the amount of the maximum amount payable shown on the **schedule** less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.
- 3 If this policy or this section is cancelled then any Certificate of Employers' Liability insurance issued by **us** is deemed to be cancelled at the same time.

Section 3 – Public Liability

What you are covered for

We will pay **you** for all amounts which **you** shall become legally liable to pay as damages in respect of

- a) accidental **bodily injury** to any person
- b) accidental loss or destruction of or accidental damage to material property
- c) accidental obstruction, accidental trespass or accidental nuisance resulting in interference with or loss of enjoyment of material property

occurring during the **period of insurance** and arising out of the ownership of the **premises** or in the course of the **business**.

Compensation for court attendance

We will pay **you** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which **you** are entitled to be paid under this Section and with **our** agreement up to a maximum of £250 per day per person.

Contingent motor liability (non-owned vehicles)

We will pay **you** for all amounts **you** become legally liable for the use of any motor vehicle in the course of the **business** anywhere within the **territorial limits**.

Provided **we** will not be liable

- a) for of loss or destruction of or damage to such vehicle or to goods being carried
- b) for **bodily injury** to any person or loss of property arising while the vehicle is being driven by **you** or by any person who to **your** knowledge does not hold a licence to drive such vehicle
- c) in respect of liability more specifically insured under any other insurance
- d) in respect of liability arising outside the **territorial limits**.

Corporate Manslaughter

We will pay **you** in respect of

- a) legal costs and expenses incurred with **our** prior written consent and
- b) prosecution costs awarded against **you**

in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **business** during the **period of insurance** and which may be the subject of payment under this section

Provided that

- i) **our** liability under this section shall not exceed the maximum amount payable shown in the **schedule** during any one **period of insurance**
- ii) all amounts payable under this extension will form part of and not be in addition to the maximum amount payable shown in the **schedule**
- iii) where **we** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings by any amount paid or payable by **us** will be deducted from the amount payable under this extension
- iv) **we** agreed in writing to the appointment of any solicitor or council who is to act **your** behalf prior to their appointment.

We will not be liable for

- i) any fines or penalties or the cost of implementing any remedial order or publicity order
- ii) an appeal against any fines penalties remedial order or publicity order
- iii) any costs incurred which result from the failure to comply with any remedial order or publicity order
- iv) costs and expenses in connection with any appeal unless advise has been obtained from solicitors or council that there are strong prospects of success
- v) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **you** or any other director partner or **employee** of **yours**.
- vi) costs and expenses provided by any other source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
- vii) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **you** in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Cross liabilities

Where there is more than one person named as the Insured in the **schedule** this section shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability during any one **period of insurance** for damages to all parties insured shall not exceed the maximum amount payable shown in the **schedule**.

Data Protection Act 1998

We will pay **you** any amount which **you** become legally liable to pay under Section 13 of the Data Protection Act 1998 in connection with personal data (as defined in the act) held by **you** provided that **we** shall not be liable for

- a) the payment of fines and penalties
- b) the cost of replacing reinstating rectifying or erasing any personal data

Defective Premises Act 1972

We will pay **you** any amount for which **you** shall become legally liable to pay during the **period of insurance** under the terms of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land which have been disposed of by **you**

We will not be liable

- a) if at the date of their disposal by **you** such buildings were not insured by this policy or any other policies in respect of which this policy has been issued in substitution
- b) for the cost of repairing or rectifying any defect or alleged defect in such buildings
- c) if **you** are entitled to payment under any other policy.

Health and Safety at Work etc. Act 1974

We will pay **you** and at **your** request any director, partner or **employee** against legal costs and expenses incurred, with **our** written consent, in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the **period of insurance**, including legal costs and expenses incurred with **our** written consent in an appeal against conviction arising from such proceedings.

We will not pay

- a) fines and penalties of any kind
- b) legal costs and expenses where an indemnity is provided by any other insurance
- c) proceedings arising out of any deliberate act or omission by **you**

Indemnity to other persons

We will pay at **your** request

- a) any of **your** directors, partners or **employees**
 - b) any officer, committee member or other person employed by **your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
 - c) any of **your** directors, partners or officials for with **your** consent an **employee** is undertaking private work
 - d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work
 - e) the owner of plant hired by **you** but only to the extent of the conditions of hire
 - f) any legal representative of any of the above in the event of their death
- for amounts which they are legally liable in respect of which **you** would have been entitled to payment under this policy if the claim had been made against **you**.

Provided that

- i) any person is not entitled to be paid under any other insurance
- ii) any person shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) **we** shall retain the sole conduct and control of any claim
- iv) **our** maximum liability in the aggregate for damages to **you** and any such persons shall not exceed the maximum amount payable shown in the **schedule**.

Libel and Slander

We will pay **you** for any amount **you** become legally liable for claims made during the **period of insurance** arising from any act of libel or slander committed in good faith by **you** during the **period of insurance** in the course of the **business**.

Provided that

- a) **our** liability shall apply solely to **you** in house publications including websites and trade publications.
- b) **our** liability shall not exceed £25,000 in any one **period of insurance**.

Overseas Personal Liability

We will pay **you** or at your request any director or partner or any **employee** or spouse of such person in respect of any amount for which they shall be legally liable incurred in a personal capacity whilst temporarily outside the **territorial limits** in connection with the **business**.

This shall not apply in respect of

- a) ownership or occupation of land and buildings
- b) any person referred to above is entitled to payment under any other policy

Premises leased, hired, rented or in custody or control

We will pay **you** for any amount **you** become legally liable for loss of or damage to **premises** including fixtures and fittings leased, hired or rented to **you** or those under **your** custody or control

We shall not be liable for legal liability under a contract unless legal liability would have attached to **you** in the absence of such contract

Basis of Claims Settlement

The maximum amount payable under this section for any occurrence giving rise to any one claim or series of claims arising out of one cause will not exceed the amount shown in the **schedule**

We will also pay

- a) all legal costs recoverable from **you** by the claimant.
- b) any other costs and expenses of litigation incurred with **our** written consent
- c) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- d) the costs incurred, with **our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this sub-section of the policy.

What you are not covered for

We will not pay for **your** legal liability in respect of

- 1 **bodily injury** to any **employee** arising out of and in the course of their employment in the **business**
- 2 a) loss or destruction of or damage to property
b) **bodily injury** sustained by any person arising from the ownership, possession or use by **you** or on **your** behalf of:
 - i) any aircraft, aerospace device, hovercraft or watercraft other than hand propelled watercraft and other watercraft not exceeding 7 metres in length
 - ii) any lift, elevator, hoist, crane, steam boiler or other apparatus operating under steam pressure, for which a statutory inspection certificate is required but which is not in force
 - iii) any mechanically propelled vehicle or plant or trailer attached in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation but not applying the Contingent Motor Liability
- 3 loss or destruction of or damage to
 - a) property owned by or leased, hired or rented to **you**
 - b) property belonging to **you** or held in trust by **you** other than
 - i) personal property of directors, partners or **employees**
 - ii) the property of customers or visitors temporarily on or about the **premises**.
- 4 legal liability under a contract unless legal liability would have attached to **you** in the absence of such contract
- 5 liability arising from or caused by
 - a) the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
- b) loss or destruction of or damage to property, buildings or land caused by vibration or by the removal or weakening of support
- 6 liability arising out of a product supplied after they have ceased to be in **your** custody or control other than food or drink sold or supplied for consumption by **your** directors partners **employees** or visitors
- 7 loss or destruction of or damage to products or the cost of making good or recalling such products
- 8 loss or destruction of or damage to property which **you** or any of **your employee** is or have been working on.
- 9 fines, penalties or liquidated, punitive or exemplary damages

10 the **excess** shown in the **schedule** for accidental loss or destruction of or **accidental damage** to material property.

Special conditions

1 **We** may at any time pay to **you** in connection with any claim or series of claims the

a) maximum amount payable shown in the **schedule** less any amount already paid

b) any lesser amount for which such claim or claims can be settled

we shall then cease to have the conduct and control of any negotiations, actions or proceedings and be under no further liability for the claim other than for costs and expenses incurred prior the date of final payment.

Section 4 – Professional Indemnity

What you are covered for

We will pay

- a) you
- b) any of your partners, directors and employees
- c) any other person, persons, partnership, firm or company acting for or on your behalf

for all amounts which the above shall become legally liable to pay as damages and claimants' costs and expenses in respect of claims made and notified during the period of insurance for breach of professional duty by reason of negligence, error or omission happening in connection with the business and occurring within the territorial limits.

Claims costs and expenses

We agree to pay all costs and expenses incurred with our written consent in the investigation, defence or settlement of any claim which falls to be dealt with under this section.

Employee fraud or dishonesty

We will pay you up to the Limit of Indemnity against any loss which you shall during the period of insurance first discover that you have sustained, or for which you are legally liable in consequence of fraud or dishonesty of any past or present employee of yours, or your predecessors in business.

Provided that:

- 1 You shall as a condition precedent to your right to be paid under this extension, give to us notice as soon as reasonably practicable
 - a) of the discovery of any loss which gives rise or may give rise to a claim under this extension
 - b) of the discovery of reasonable cause for suspicion of fraud or dishonesty on the part of any past or present employee whether giving rise to a claim under this extension or not.
- 2 We shall not be liable under this extension for any acts of fraud or dishonesty committed after the date of such discovery on the part of the person concerned.
- 3
 - a) No payment shall be made under this extension to any person committing or condoning such fraud or dishonesty.
 - b) In the event of a claim under this extension you shall give all necessary information and assistance to us.
 - c) Any moneys which but for past or present employees' fraud or dishonesty would have been payable to him by you and any moneys of the past or present employee in your hands shall be deducted from the amount of your loss before a claim is made under this extension.

Indemnity to other persons

We will pay at **your** request

- a) any of **your** directors, partners or **employees**
- b) any legal representative of any of the above in the event of their death

for amounts which they are legally liable in respect of which **you** would have been entitled to payment under this policy if the claim had been made against **you**.

Provided that

- i) any person is not entitled to be paid under any other insurance
- ii) any person shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) **we** shall retain the sole conduct and control of any claim
- iv) **our** maximum liability in the aggregate for damages to **you** and any such persons shall not exceed the maximum amount payable shown in the **schedule**.

Libel and Slander

We will pay **you** for any amount **you** become legally liable for claims made during the **period of insurance** arising from any act of libel or slander committed in good faith by **you** during the **period of insurance** in the course of the **business**.

Provided that

- a) **our** liability shall apply solely to **you** in house publications including websites and trade publications.
- b) **our** liability shall not exceed £25,000 in any one **period of insurance**.

Loss of documents

If during the period of insurance you discover that any documents, the property of or entrusted to you or in your custody or in the custody of any other person to or with whom such documents have been entrusted, lodged or deposited by you in the course of the transaction of the business, have been destroyed or damaged or lost or mislaid and after diligent search cannot be found, we will pay you for

- a) (i) legal liability of whatsoever nature which you may incur to any other party in consequence of such documents having been so destroyed or damaged or lost or mislaid
- (ii) costs and expenses of whatsoever nature incurred by you in replacing or restoring such documents
- b) for your own costs and expenses incurred with our consent in the defence or settlement of any claim to establish liability as described in a) (i) above.

Unintentional breach of confidentiality

We will pay you in respect of any claim made against you during the period of insurance arising from unintentional breach of confidentiality committed in good faith by the you or any of you employees in connection with the business.

Maximum amount payable

The most we will pay in respect of

- a) damages
- b) all legal costs recoverable from you by any claimant
- c) any other costs and expenses of litigation incurred with our written consent
- d) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- e) the costs incurred, with our written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject to payment under this section of the policy arising out of and in the course of employment in the business will not exceed the amount stated in the schedule in respect of any one claim against you or series of claims against you arising out of one cause
- f) costs incurred in the investigation, defence or settlement of any claim under this section for all occurrences giving rise to a claim or a number of claims will not exceed the amount stated in the schedule in any one period of insurance

What you are not covered for

We will not pay for claims made under this section of the Policy in respect of:

- 1 bodily injury sustained by any person arising out of and in the course of their employment by you under any contract of service or apprenticeship, or for any breach of any obligation owed by you as an employer to any employee
- 2 bodily injury sustained by any person arising from the ownership, possession or use by you or on your behalf of
 - i) any aircraft, aerial device, hovercraft, watercraft, caravan or animal
 - any lift, elevator, hoist, crane, steam boiler or other apparatus operating under steam pressure, for which a statutory inspection certificate is required but which is not in force
 - iii) any mechanically propelled vehicle or plant or trailer attached in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation
- 3 liability arising directly or indirectly from any wilful, dishonest, fraudulent, malicious or illegal act or omission by you
- 4 liability which
 - a) attaches solely under the terms of any contract or agreement if such liability would not have attached in the absence of such contract or agreement
 - b) arises from the ownership of any building, structure or land
- 5 liability arising out of or relating directly or indirectly to:
 - a) your insolvency
 - b) your bankruptcy
 - c) a takeover of your business
 - d) a merger involving you
- 6 fines, penalties or liquidated, punitive, exemplary or multiple damages
- 7 liability arising out of, caused by or relating to products
- 8 alleged infringement of Copyright, Patents, Registered Designs, Trade Marks or Passing-off
- 9 liability arising out of circumstances known to you or to any employee of yours prior to the commencement of the period of insurance
- 10 claims made by any director or partner of or by any other person with a financial interest in the business

- 11 liability arising from or caused by
 - a) neglect, error or omission in any diagnosis or treatment given, performed or administered by you or any of your employees
 - b) wilful, dishonest or fraudulent acts committed by any employee, other than to the extent of the indemnity provided by cover Employee fraud or dishonesty
- 12 liability arising in circumstances for which you or any employee is entitled to indemnity under any other insurance
- 13 damages for breach of professional duty unless the action is brought against you or any employee in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- 14 the relevant excess as stated in the schedule
- 15 any claim notified after the insurance has ceased
- 16 libel or slander arising out of publication made in any journal, magazine or newspaper or by means of radio and/or television.

Special conditions

- 1 It is a condition precedent to our liability under this section that you shall not admit liability for, or settle any claim, or incur any costs or expenses, without our written consent and we shall be entitled to take over and conduct in your name the defence or settlement of any claim.
- 2 You shall not be required to contest any legal proceedings unless a Counsel to be mutually agreed upon by you and us shall advise that such proceedings should be contested.
- 3 You shall be entitled at your own risk to contest any claim or legal proceedings which in our opinion should be compromised or settled provided that we shall not be liable for any damages, costs or expenses incurred directly or indirectly as a result of your refusal to compromise or settle such claim or legal proceedings.
- 4 It is a condition precedent to our liability under this section that you shall give us in writing immediate notice during the period of insurance of:-
 - a) any claim made against you; or
 - b) the receipt of notice from any person or entity of their intention to make a claim against you for the results of any negligent act, error or omission; or
 - c) any circumstances of which you become aware which might reasonably be expected to give rise to a claim being made against you, giving reasons for the anticipation of such claim with full particulars as to dates and persons involved.
 Such notice having been given as required by b) or c) above any subsequent claim made shall be deemed to have been made during the period of insurance.
- 5 In the event of a claim or circumstances that may lead to a claim you must not disclose details of this policy to any person without our written consent