

Insurance policy

Housing Association Combined

Insurance cover provided

Professional liability

www.markelinternational.com/uk



Policyholder services

We offer the following exclusive service for policyholders which provides practical advice and professional help from industry experts.

Cyber risks helpline

Markel cyber risks policyholders can access our helpline, provided by Markel Law LLP, to obtain expert legal and technical IT security guidance on issues arising from cyber and data protection risks.

Employer helpline and guides

Markel employment law protection policyholders can access our employer helpline and guides provided by employment law specialists at Markel Law LLP. The employer helpline must be used whenever TUPE issues could potentially arise.

PR crisis management

Specified Markel policyholders have access to specialist public relations advice, public relations organisation, The Counsel House (TCH), to manage adverse press coverage should certain claims situations arise.

Please note:

Cyber risks helpline is available exclusively with cyber and data risks cover.

Employer helpline and guides is available exclusively with employment law protection cover.

PR crisis management is available exclusively with the following policy sections: directors and officers, management liability, executive liability, cyber and entity defence. For social welfare, community groups and not-for-profit management liability policyholders, PR crisis management is also available with general liability and professional liability.

For further information, please visit www.markelinternational.com/policyholderservices

Welcome

Welcome and thank you for choosing to buy your housing associations policy from Markel.

This document, the schedule and any endorsement(s) attached form your policy. This document sets out the conditions of the insurance between you and us. Please carefully read the following and keep them in a safe place:

- this document,
- the schedule, and
- any endorsements that apply

The insurance contract

In return for payment of the premium shown in the schedule, we agree to insure you as described in each section of this document, subject to the terms and conditions contained in or endorsed on this policy.

The cover provided

The cover provided depends on which sections of cover you have chosen.

It is important that:

- you check that the sections you have requested are included in the schedule
- you check that the information you have given us is accurate - see 'our reliance on the information provided to us' in the 'important information' section
- you notify your broker as soon as practicable of any inaccuracies in the information you have given us
- you comply with your duties under each section of cover and under this policy as a whole.

Exclusions

Your policy is subject to exclusions and these tell you what is not covered. You will find these in each section of cover.

Conditions

Your policy is subject to certain conditions that apply. You will find these in the relevant section of cover that they apply to.

The meaning of highlighted words

Some of the words in this policy have a special meaning, we have highlighted these words in bold print. Some of these words have the same meaning throughout this policy, these will be found under the section 'words with special meaning that apply throughout this policy (general definitions)'.

Other words only have a special meaning that is used in a specific section of cover or the meaning may vary from one section to another. The meaning of these words is found in the list of 'words with special meaning (definitions)' in each section of cover.

Important information

How to make a claim

If you want to make a claim under this policy, either:

- contact your insurance broker, or
 - contact us by
 - writing to our claims team at Markel (UK) Limited, City Square House, 11 Wellington Street, Leeds LS1 4DL, or
 - emailing our claims team - claims@markeluk.com
- quoting your policy number and the name of the policyholder shown in the policy schedule.

If you wish to discuss a claim under the policy please phone our claims team on 0345 355 2227.

Things you must do

You must comply with the claims conditions. These can be found under 'claims conditions that apply to this policy as a whole (claims conditions)'.

If you fail to comply with these conditions we may not pay your claim or any payment could be reduced.

Fraudulent claim

If you make a fraudulent claim under this policy:

- we are not liable to pay the claim, and
- we may recover from you any sums we have paid to you in respect of the claim, and
- we may write telling you that we are treating the contract as having been terminated with effect from the fraudulent act.

If we do write to you telling you that we are treating this policy as having been terminated:

- we will not be liable to you in respect of any relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under this policy (such as a loss, the making of a claim, or the notification of a potential claim), and
- we need not return any of the premium paid.

If this policy provides cover for any person who is not a party to the contract of insurance ('a covered person', for example an officer or an insured person), and a fraudulent claim is made under this policy by or on behalf of a covered person, we may exercise the same rights as above as if there was an individual contract of insurance between the covered person and us. However, the exercise of any of these rights shall not affect the cover provided under this policy for any other person.

In respect of any fraudulent claim under the executive liability section of cover, we will not exercise our right to treat this policy as having been terminated.

Our reliance on the information provided to us

In deciding to accept this policy and in setting the terms and premium we have relied on the information you have

given us. You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete.

If you become aware that information you have given us is inaccurate you must inform us as soon as practicable.

The information you have provided us constitutes your fair presentation of risk.

A 'fair presentation of the risk' is one

- which discloses to us every material circumstance which you know of or ought to know of, or
 - gives us sufficient information to put us on notice that we will need to make further enquiries for the purpose of revealing those material circumstances, and
 - which makes that disclosure in a manner which is reasonably clear and accessible to us

and

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

A 'material circumstance' is one that would influence our decision as to whether or not to agree to insure you and, if so, the terms of that insurance. If you are in any doubt as to whether a circumstance is material you should disclose it to us.

If you fail to make a fair presentation of risk there are a number of remedies available to us which are set out in general condition 7 (breach of the duty of fair presentation) in the section 'conditions that apply to this policy as a whole (general conditions)'.

We will write to you if we intend to take one of these remedies.

How to cancel this policy

You can cancel this insurance (other than the executive liability section of cover) at any time by writing to your broker.

We can cancel this insurance (other than the executive liability section of cover) by giving you 30 days written notice. We will only do this for a valid reason, examples of valid reasons are:

- a change in risk occurring which means we can no longer provide you with insurance cover
- non-cooperation or failure to supply any information or documentation we request.

Cooling-off period

This policy has a cooling-off period of 14 days from either:

- the date you receive this insurance policy, or
- the start of the period of insurance shown in the policy schedule

whichever is the later.

Refund of premium

If we pay (or have agreed to pay) any claim, in whole or in part, then no refund of premium will be allowed.

If we haven't paid (or agreed to pay) any claim, in whole or in part, then:

- if we cancel this policy you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered. This will be calculated on a proportional basis. For example, if

you have been covered for 6 months and the period of insurance shown in the policy schedule is for 12 months, the deduction for the time you have been covered will be half the annual premium.

- if you cancel this policy within the cooling-off period we will return to you all of the premium paid without any deduction.
- if you cancel this policy outside the cooling-off period you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered. This will be calculated on a proportional basis.

If the premium is paid by instalments the way we calculate the return premium may differ, please refer to general condition 2 (premium payment) in the section 'other conditions that apply to this policy as a whole (general conditions)'.

How to make a complaint

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

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

In the event that you remain dissatisfied and wish to make a complaint you can do so at any time by either writing to:

Markel (UK) Limited
City Square House
11 Wellington Street
Leeds
LS1 4DL

or to:

Markel International Insurance Company Ltd
20 Fenchurch Street
London
EC3M 3AZ

Complaints that cannot be resolved in this way may be referred to the Financial Ombudsman Service.

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service - this process is free and conducted entirely online.

You can access the ODR platform on <http://ec.europa.eu/odr>

The Financial Ombudsman Service (FOS)

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find out more information on the FOS at www.financial-ombudsman.org.uk

The contact details for the FOS are:
The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: 0800 023 4567 (calls to this number are free from 'fixed lines' in the UK), or

0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile tariffs in the UK)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

In certain situations you will not be able to refer your complaint to the Financial Ombudsman Service.

If you are a large business with an annual turnover of over two million euros (or the equivalent in pounds sterling) and you employ more than 10 employees, you are not eligible to refer your complaint to the Financial Ombudsman Service. If you are unsure whether you are able to refer your complaint, please contact the Financial Ombudsman Service.

Making a complaint does not affect your right to take legal action.

Details of the Financial Services Compensation Scheme

Under the Financial Services & Markets Act 2000 you may be able to claim from the Financial Services Compensation Scheme. The level of compensation is different depending on the type of cover you hold:

- compulsory insurance, such as employers liability, is covered for 100% of the claim
- for other insurances 90% of the claim is covered with no upper limit
- further information can be obtained by visiting the Financial Services Compensation Scheme website on www.fscs.org.uk or by telephoning 0800 678 1100 or 020 7741 4100.

Language

This policy and all correspondence between you and us in relation to this policy (including any correspondence in relation to a claim) shall be in English.

Regulatory authorities

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services number 202570) and registered in England with company number 966670 with a registered office at 20 Fenchurch Street, London EC3M 3AZ.

Data protection

Your insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (individual insureds). We collect and use relevant information about individual insureds to provide you with your insurance cover and to meet our legal obligations.

This information includes individual insureds' details such as their name and address (and may include more sensitive details such as information about their health and criminal convictions).

We will process individual insureds' details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our full Markel privacy notice, a copy of which is available online at <http://www.markelinternational.com/foot/privacy-policy/> or on request.

Information notices

To enable us to use individual insureds' details in accordance with current data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured our short form information notice set out in our proposal forms or risk profiles on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

Minimisation and notification

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You must promptly notify us if an individual insured contacts you about how we use their personal details in relation to your insurance cover so that we can deal with their queries.

Rights of third parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 (or any amendment or re-enactment of the Act) to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

Sanctions limitation

We will not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

Brexit

We will not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where the regulatory risk location is within the European Economic Area (EEA) excluding the United Kingdom.

Choice of law

The law of England and Wales will apply to this contract unless at the commencement of the period of insurance shown in the policy schedule you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, in which case (in the absence of agreement to the contrary) the law of Scotland will apply.

Any legal proceedings between you and us in connection with this policy will take place in the courts of the part of the United Kingdom in which you live or have your registered office.

Words with special meanings that apply throughout this policy (general definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this policy. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Activities means your activities, profession or occupation that you have told us about and which we have confirmed are acceptable to us for the purpose of this insurance.

Computer equipment means any:

- computer
- electronic data processing device, equipment or system

and includes any:

- hardware
- software programme instruction
- data
- component

utilised or intended to be utilised in or by the computer or electronic data processing device, equipment or system.

Computer virus means any corrupting, harmful or unauthorised instructions or code that spreads itself through a computer system or network including malware, 'Trojan horses', 'worms' or 'time or logic bombs'.

Contamination means the

- contamination
- poisoning
- prevention or limitation of use

of objects due to the effects of chemical or biological substances.

Costs and expenses means legal costs and expenses incurred

- by us, or
- by you (provided we have agreed with you in writing that you may incur these costs and expenses)

but does not include

- damages and costs awarded against you
- any kind of payment for work or service due to you.

Crisis response service means public relations specialist services that we provide.

Discovery period means the period immediately following the expiry of the period of insurance shown in the policy schedule during which

- a claim, or
- circumstance for which cover is provided under the appropriate section of cover

can be reported to us.

Insured, you, your, yours. The meaning of these words can vary depending upon which section of cover they appear in. Their meaning is given under 'words with special meanings' under each section of cover.

When these words appear in conditions that apply to this policy as a whole', then they will have the meaning which is given in the relevant section of cover.

Mould means any permanent or impermanent fungus (including mould or mildew but not including dry rot) or any of the spores, scents or by-products produced by a fungus regardless of whether or not they are proved to have caused any disease, injury or damage.

Mould event means any actual, alleged or threat of:

- contact with
- exposure to
- inhalation of
- absorption of
- discharge of
- dispersal of
- seepage of
- migration of
- release of
- escape of
- presence of
- growth of

mould.

Our, us, we means Markel International Insurance Company Limited.

Pollution means the

- discharge
- dispersal
- release, or
- escape

of any irritant or contaminant.

Proposal means all the information supplied to us (whether by written, electronic or any other means) for the purpose of effecting this policy.

Terrorism means any act of terrorism (including the use or threat of violence) of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for:

- political
- religious
- ideological
- or similar purposes including the intention to influence or overthrow any government (whether by right or not) and/or
- putting the public or any section of the public in fear.

United Kingdom means England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Unlawful association means any unlawful organisation which is engaged in terrorism including any organisation which at any relevant time is a proscribed organisation within the meaning of the Terrorism Act 2000 or any amendment or re-enactment of that act.

War means:

- war
- invasion
- act of foreign enemies
- hostilities or warlike operations (whether or not war is declared)
- civil war
- rebellion
- revolution
- insurrection
- civil commotion assuming the proportions of or amounting to an uprising
- mutiny or usurped power.

Claims conditions that apply to this policy as a whole (claims conditions)

1 Notification of claims

You must notify us in writing

- within 7 days in respect of riot damage
- as soon as possible in respect of all other claims or requests for payment

of

- any claim made against you or an officer
- the receipt of any communication of an intention to make a claim against you or an officer
- the discovery of any act of fraud or dishonesty by any employee or any reasonable cause for suspicion of fraud or dishonesty by an employee
- any circumstance of which you or an officer shall become aware which is likely to give rise to
 - a claim against you or an officer, or
 - the instigation of disqualification proceedings, investigation, environmental proceedings, extradition proceedings or tax investigation, or
 - you or an officer seeking payment under this policy

you must give us

- your reasons for your anticipation of a claim, disqualification proceedings, investigation, environmental proceedings, extradition proceedings or tax investigation, or request for payment
- full details of dates and persons involved

In respect of the

- professional liability
- executive liability
- entity defence
- employment law protection
- fidelity
- cyber and data risks

sections of cover, your notification to us must be within the period of insurance shown in the policy schedule. If you comply with the above then any subsequent

- claim made, or

- disqualification proceedings, investigation, environmental proceedings, extradition proceedings or tax investigation instigated, or
- request for payment

will be regarded as having been made, instigated or requested during the period of insurance shown in the policy schedule.

If you fail to do this your claim may not be covered or the amount we pay you may be reduced.

2 General claims handling

- you must give us the information and co-operation that we may reasonably request
- you must not do anything which might prejudice us
- you must take all reasonable steps to prevent any further claim or request for payment under this policy
- you must not admit liability or settle any claim or incur any costs and expenses without our written consent
- you must tell the police as soon as possible of any damage or loss involving theft or attempted theft, malicious damage or vandalism or any loss of money

and, in respect of subsection k (public relations crisis management) of the executive liability section of cover, subsection a (public relations crisis management) of the entity defence section of cover, subsection a (data loss) and subsection g (public relations crisis management) of the cyber and data risks section of cover

- you must comply with our recommendations or the recommendations of our public relations specialist and/or our IT security specialist as directed
- you must take all reasonable and practicable measures to avoid or reduce costs relating to the crisis or data breach.

If you fail to do this your claim may not be covered or the amount we pay you may be reduced.

3 Business interruption

You must, at your expense,

- give us in writing the details of your request for payment within one month (or within any other further time that we agree to) of the expiry of the cover period
- give us your books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence that we request together with (if we ask) a statutory declaration of the truth of the claim and anything connected with it.

If you fail to do this your claim under the business interruption section of cover may not be covered or the amount we pay you may be reduced.

4 Losses involving fraud or dishonesty

You must, at your own expense, give us

- full written details of your loss, and
- proof of the correctness of your claim

within three months (or whatever other period we may agree in writing) of

- the discovery of any act of fraud or dishonesty by an employee, or
- any reasonable cause for suspicion of fraud or dishonesty by an employee.

If you fail to do this your claim under the fidelity section of cover may not be covered or the amount we pay you may be reduced.

5 Defence of claims

- we are entitled to take over the defence or settlement of any claim in your name
- under the professional liability section of cover, you will not be required to contest any legal proceedings unless a mutually agreed counsel advises that the proceedings should be contested.
- you are entitled at your own risk to contest any claim or legal proceedings which in our opinion should be compromised or settled but, if you choose to do this, we will not be liable for any loss incurred as a result of your refusal to compromise or settle the claim or legal proceedings.
- in respect of the executive liability section of cover,
 - you or the officer have a duty to defend any claim, disqualification proceedings, investigation, environmental proceedings, tax investigation or extradition proceedings.
 - we have the right, but not the obligation, to actively associate with you or the officer in the settlement or handling of any claim, disqualification proceedings, investigation, environmental proceedings, tax investigation or extradition proceedings.
 - you have the right, subject to our written consent, to appoint any appropriately qualified legal representative to deal with any claim notified to us in accordance with claims condition 1 (notification of claims).

6 Salvage

We may enter any building in which damage has occurred and deal with the salvage, however, no property may be abandoned to us.

7 Payment of indemnity limit

In respect of the

- professional liability
- executive liability
- entity defence
- employment law protection
- crime, and
- cyber and data risks

sections of cover, we are entitled at any time to pay you or the officer:

- the limit (or as much of it as remains available), or
- any lesser sum for which any claim can be settled.

If we do this we will not be under any further liability to you or the officer in respect of the claim.

8 Electronic data processing media valuation

Despite any provision relating to the basis of settlement of any request for payment under this policy, if electronic data processing media insured by this policy suffers physical damage that is insured by this policy then the basis of valuation will be the cost of the blank media plus the cost of copying the electronic data from back-up or from originals of a previous generation.

If the media is not repaired, replaced or restored the basis of valuation will be the cost of the blank media.

The costs will not include

- research and engineering or any costs of recreating, gathering or assembling the electronic data.
- any amount relating to the value of the electronic data to you or any other party even if the electronic data cannot be recreated, gathered or assembled.

9 Loss of documents

Any payment under subsection b (loss of documents) of the professional liability section of cover must be supported by bills or accounts which will be subject to our approval.

Other conditions that apply to this policy as a whole (general conditions)

1 Subrogation

We will be entitled to take over and undertake in your name, or in the name of the officer, all your rights of recovery against anyone before or after any payment under this policy.

You or the officer will give us all the assistance we may require to exercise those rights of recovery.

We agree not to exercise those rights under the professional liability and the cyber and data risks sections of cover against any director or member of yours or any employee unless the claim is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the director, member or employee.

We agree, under all section of covers apart from

- the professional liability section of cover
- the public/products liability section of cover
- the executive liability section of cover
- the employers liability section of cover, and
- the employment law protection section of cover

not to exercise those rights against any company that is a subsidiary or parent company of yours. ('Subsidiary' or 'parent' company being defined by current legislation).

2 Premium payment

Despite any other conditions relating to cancellation, if payment of the premium has been arranged on a deferred basis with a premium finance company which has entered into a contractual agreement with Markel (UK) Limited to provide premium credit facilities, then it is agreed that

- if payment of any instalment to the premium finance company is overdue, Markel (UK) Limited may, in accordance with the authority granted to the premium finance company by you under the terms of the Credit Agreement, accept cancellation instructions from the premium finance company and will allow a return pro-rata premium to the premium finance company provided there have been no claims or circumstances known or reported to us during the period of insurance shown in the policy schedule
- all premiums due or returned will be processed by the premium finance company in accordance with the Credit Agreement.

3 Notice

Any notice under this policy will be regarded as given

- to us if sent by first class prepaid post to Markel (UK) Limited, City Square House, 11 Wellington Street, Leeds, LS1 4DL
- to you or the officer if sent by post to your last known address.

4 Multiple insureds

Our liability under each section of cover is as shown in the section of cover. Our liability shall not be varied or regarded as varied because of the number or type of insureds or claims under the section of cover.

5 Non-aggregation

If payment is available under more than one section of cover the total amount payable under any one section of cover will be reduced by any amount payable under any other section of cover.

6 Breach of terms not relevant to the actual loss

If you or the officer fail to comply with a term (express or implied) of this policy (other than a term that defines the risk as a whole) and compliance with the term would tend to reduce the risk of a loss, either

- of a particular kind, and/or
- at a particular location, and/or
- at a particular time

we cannot rely on the breach of the term to exclude, limit or discharge our liability under this policy if you or the officer show that the failure to comply with the term could not have increased the risk of loss which actually occurred in the circumstances in which it occurred.

7 Breach of the duty of fair presentation

(a) breach of duty prior to entering into the contract of insurance

If you or the officer breach the duty of fair presentation prior to entering into this insurance contract, the remedies available to us are:

- if the breach of the duty of fair presentation is deliberate or reckless:
 - we may avoid this policy and refuse all requests for payment, and
 - we need not return any of the premium paid
- if the breach of the duty of fair presentation is not deliberate or reckless, our remedy will depend upon what we would have done if you or the officer had complied with the duty of fair presentation
 - if we would not have entered into the contract of insurance at all we may avoid this policy and refuse all requests for payment and will return the premium paid
 - if we would have entered into the contract of insurance but on different terms (other than terms relating to the premium), this policy will be treated as if it had been entered into on those different terms from the outset
 - in addition, if we would have entered into the contract but would have charged a higher premium we may proportionately reduce the amount to be paid under this policy and, if applicable, any amount already paid in the same proportion as the premium we would have charged bears to the premium actually charged

(b) breach of duty prior to entering into a variation of this contract of insurance

If you or the officer breach the duty of fair presentation prior to entering into a variation of this insurance contract, the remedies available to us are:

- if the breach of the duty of fair presentation is deliberate or reckless:
 - we may treat this policy as having been terminated from the time when the variation

was concluded, and

- we need not return any of the premium paid
- if the breach of the duty of fair presentation is not deliberate or reckless, our remedy will depend upon what we would have done if you or the officer had complied with the duty of fair presentation
 - if we would not have agreed to the variation at all we may treat the contract as if the variation was never made and will return any extra premium paid
 - if we would have agreed to the variation but on different terms (other than terms relating to the premium), the variation will be treated as if it had been entered into on those different terms from the outset

in addition, if either

- we would have increased the premium by more than we did or at all, or
- we would not have reduced the premium as much as we did or at all, then

we may proportionally reduce the amount to be paid under this policy arising out of events after the variation.

8 Calibration procedures and maintenance

You must ensure that all equipment utilised for the purpose of your business and/or professional services is calibrated and/or maintained in accordance with the manufacturer's recommendations.

If you fail to do this your claim may not be covered or the amount we pay you may be reduced. This condition does not apply to the employers liability section of cover.

9 Maintenance of rights and remedies

You must maintain all your rights and remedies against all service providers, designers, consultants or contractors that you engage.

If you fail to do this your claim may not be covered or the amount we pay you may be reduced.

Professional liability

What is covered

a Civil liability

We will pay you for your legal liability for damages and costs awarded against you arising from any claim first made against you and reported to us during the period of insurance shown in the policy schedule which arises from any actual or alleged

- negligence
- unintentional breach of confidentiality
- unintentional breach of copyright
- libel, slander or defamation
- any other actual or alleged act, error or omission that results in a civil liability, other than those that result in a judicial review

committed during the carrying out of your professional services.

What we will pay

The most we will pay for any claim or series of claims arising from the same original cause plus costs and expenses is the limit.

In addition we will pay mitigation costs

We will not pay the excess. This must be paid by you. The excess applies to your legal liability for damages and costs and expenses in respect of each claim or series of claims arising from the same original cause.

b Public relations crisis management

We will pay you for costs resulting from the use, with our prior agreement, of the crisis response service following an allegation of a wrongful act first occurring and reported to us during the period of insurance shown in the policy schedule, which could result in a claim under this section of cover (professional liability) and where, in our opinion, there is a risk to your activities as a consequence of adverse press, publicity or media attention.

In addition we will pay any other related costs agreed with us.

What we will pay

The most we will pay in the period of insurance shown in the policy schedule for costs resulting from the use of the crisis response service is £50,000.

c Loss of documents

We will pay you the amount of money spent by you in replacing or restoring any document which, during the period of insurance shown in the policy schedule, has been either

- physically destroyed or damaged, or
- lost or mislaid and which cannot be found after careful search and which is reported to us during that same period of insurance.

What we will pay

The most we will pay during the period of insurance shown in the policy schedule is £100,000

We will not pay you if:

- you have chosen the property damage section of cover.
- the destruction, damage, loss or mislaying of the document arises in any way from the
 - failure, or
 - the failure to produce the desired or intended resultof any programme, instruction or data for use in any computer or other electronic data processing device, equipment or system occasioned other than through its physical destruction or damage

d Compensation for court attendance

If at our request

- any governor, director, council member, officer or trustee of yours, or
- any employee

attends a court as a witness in connection with a claim we will pay you the following amounts:

- for any governor, director, council member, officer or trustee £500 per day
- for any employee £250 per day

for each day on which attendance is required.

e Construction (Design and Management) regulations

We will pay your costs and expenses which you become subject to with our written consent in the defence of any proceedings brought under the Construction (Design and Management) Regulations (CDM) made under the Health and Safety at Work Act 1974.

However, we will only agree to pay these costs and expenses if we believe that defending the proceedings would be of benefit against any civil action, brought at the same time as or following the proceedings, that might result in a claim under this section of cover.

Any civil action arising out of any proceedings notified to us under this endorsement will be considered to have been notified in accordance with claims condition 1 (notification of claims) of this policy.

What we will pay

The most we will pay during the period of insurance shown in the policy schedule in respect of all these costs and expenses is £100,000

We will not pay you for the first £1,000 of your costs and expenses in respect of each separate proceedings. This must be paid by you.

f Judicial review

If you are required to give a response to an application for a judicial review made or commenced within the United Kingdom during the period of insurance shown in the policy schedule we will pay your costs and expenses.

What we will pay

The most we will pay in respect of all these costs and expenses is

- £25,000 in respect of each separate judicial review
- £100,000 in total for all judicial reviews during the period of insurance shown in the policy schedule.

This amount is not in addition to the limit.

We will not pay you for the first £10,000 of your costs and expenses in respect of each separate judicial review. This must be paid by you.

g Discovery period

If we refuse to renew this section of cover (professional liability) for reasons other than

- non-payment of premium, or
- failure to comply with or observe the terms, provisions and conditions of this policy,

or if you decline to accept our renewal terms, then you shall automatically be entitled to a 30 day discovery period.

The discovery period shall only apply to wrongful acts first committed or allegedly committed during the period of insurance shown in the policy schedule.

You will not be entitled to any discovery period if other insurance has been bought with the intention of providing equivalent cover for any part of the discovery period.

What is not covered (exclusions)

1 Fines and penalties

We will not pay you for any

- fine or penalty
- non-compensatory damages.

2 Radioactive contaminations and sonic bangs etc

We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

and in Northern Ireland and the Republic of Ireland only

- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

3 War risks and terrorism

We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- war and/or terrorism
- any action taken in controlling, preventing or suppressing war and/or terrorism
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- contamination due to terrorism

If we allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon you.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4 **Mould**

We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from mould or a mould event.

5 **Other insurance**

We will not pay you where you have a right to payment under any other insurance.

However, if you have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by us then the amount that we will pay under this insurance will be reduced by the amount that we pay under the other insurance.

6 **Legal action**

We will not pay you

- where the claim is brought in a court of law outside the jurisdiction shown in the policy schedule for this section of cover, and/or
- where action for damages is brought in a court within that jurisdiction to enforce a foreign judgment.

7 **Employers liability**

We will not pay you where your legal liability arises in any way from

- injury to any employee that results from their employment by you, or
- a breach of your responsibility as an employer to any employee or prospective employee.

8 **Land and buildings etc.**

We will not pay you where your legal liability arises in any way from the ownership, possession or use by you or on your behalf of any

- land
- buildings

- premises
- civil engineering structure
- part of any building occupied or rented by you
- property belonging to you or in your care, custody or control

However, this exclusion will not apply where the land, buildings, premises or civil engineering structure

- is owned, used or occupied by you or is in your possession for the sole or dominant purpose of performing your professional services for any customer, client or other person,
- which forms part of any permanent or temporary works for any contract in which you are involved.

9 Dishonest and malicious acts

We will not pay you where your legal liability results from any

- dishonest
- fraudulent
- criminal, or
- malicious

act or omission committed by any person after the discovery of reasonable cause for suspicion of that person.

In addition:

- no one will be entitled to payment in respect of any legal liability and/or costs and expenses resulting from their dishonest, fraudulent, criminal or malicious act or omission or from condoning such an act or omission.
- we will deduct from any amount payable by us:
 - o any amounts due from you to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
 - o any amounts held by you and owed to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
 - o any amount recovered following action in accordance with general condition 1 (subrogation) of this policy.

10 Penalties, liquidated damages and collateral warranties

We will not pay you where your legal liability arises from any agreement you have entered into to pay penalties or liquidated damages if your liability is increased beyond that applicable in the absence of the agreement.

Where you have entered into agreements in respect of collateral warranties, duty of care agreements or similar agreements,

- we will not pay you where your legal liability arises from
 - o any express terms guaranteeing or warranting the fitness for purpose of works which are

subject to that agreement unless your liability can be shown to be due to your breach of reasonable care and skill

- any express guarantee that the works will satisfy any particular performance specification or any express guarantee relating to the period of the project
- we will not pay you if and to the extent that the scope and/or period of your liability under the agreement exceeds the scope and/or period of your liability under the contract to which the agreement is supplemental.

11 Joint ventures

If you are part of a joint venture or consortium we will only cover you for your legal liability arising from your own acts or omissions; we will not pay you where your legal liability arises from the acts or omissions of other members of the joint venture or consortium.

12 Circumstances known at inception

If you knew or ought to have known of any circumstances that existed prior to the date that this section of cover started then we will not pay you for any legal liability that arises from such circumstances.

13 Retroactive date

We will not pay you where your legal liability arises from the carrying out of your professional services prior to the retroactive date.

14 Pollution

We will not pay you where your legal liability arises from or in any way involves pollution.

15 Products

We will not pay you where your legal liability arises from or in any way involves any product.

However, we will pay you if the claim is in relation to a completed building or civil engineering structure or a sub assembly or integral part of one (regardless of any contradicting definition of 'product' contained in any

- UK, or
- EU directive or legislation),

sold, supplied, repaired, altered, manufactured, installed or maintained by you.

16 Insolvency or bankruptcy

We will not pay you where your legal liability arises in any way from your insolvency or bankruptcy.

17 Financial interest

We will not pay you for any claim made against you by

- any parent company, ultimate holding company or subsidiary company, or
- any person or entity having a financial, executive or controlling interest in your operation, or
- any company or entity in which you or any director, member or partner of yours has a financial, executive or controlling interest.

However, we will pay you if the claim is one for payment or contribution in respect of a claim made by

an independent third party against the company, person or entity making the claim against you.

18 Trading losses

We will not pay you where your legal liability arises in any way from any

- trading losses, or
- trading liabilities, or
- any debts incurred

by any business managed by or carried on by you.

19 Funding exclusion

We will not pay you where your legal liability and costs awarded against you and/or costs and expenses arise in any way from any dispute between you and the following providers of finance or funds in relation to your legal entitlement to, or obtaining of, the finance or funds

The providers of finance to which this exclusion applies are:

- a non enterprise, or government business enterprise, or a government agency; or
- a local authority or local authority agency; or
- a European Union funding agency.

20 Directors and officers

We will not pay you where your legal liability arises in any way from or involves the performance or non-performance by

- you, or
- any director or member of yours, or
- any employee

of any duties as a director or officer of any company.

21 Asbestos

We will not pay you where your legal liability arises in any way from or involves the

- manufacture
- mining
- processing
- distribution
- testing
- remediation
- removal
- storage

- disposal
- use

or exposure to asbestos or materials or products containing asbestos.

22 Intellectual property rights

We will not pay you for any claim alleging any breach of intellectual property rights including:

- copyright
- patent
- registered design
- trade mark
- passing off

However, we will pay you if the claim alleges unintentional breach of confidentiality or unintentional breach of copyright.

23 Clinical trials

We will not pay you for any claim caused by, contributed to or arising from a clinical trial.

24 Estimates and tenders

We will not pay you where your legal liability arises in any way from

- you providing any estimate or estimates of construction (unless the estimates are compiled by professionally qualified quantity surveyors)
- your deliberate decision to tender for a contract at less than economic terms for commercial or goodwill reasons

25 Insurance and finance

We will not pay you where your legal liability arises in any way from

- the effecting or failure to effect or maintain insurance
- the provision of finance and/or advice on any financial matters.

26 Survey and valuation work

We will not pay you where your legal liability arises out of any surveys and/or valuations carried out for the purpose of sale or purchase

27 Defective workmanship

We will not pay you where your legal liability arises in any way from

- defective workmanship relating to physical works of construction, or
- the supervision by you of your own works where the supervision is undertaken in the capacity of a building engineering contractor whilst working to designs prepared by any third party other than by or on behalf of the housing association.

28 Housing association v insured

We will not pay any claim made against you by or on behalf of the housing association.

29 Medical services

We will not pay you where your legal liability arises in any way from the provision of healthcare services by any healthcare professional (including surgical, medical and dental practitioners, nurses and midwives, professions allied to medicine, ambulance personnel and paramedics, laboratory staff and relevant technicians) or others acting under the control of or supervision of these persons.

30 Machinery, plant, vehicles etc.

We will not pay you where your legal liability arises in any way from the ownership, possession or use by you or on your behalf of any:

- machinery
- plant
- aircraft
- watercraft, or
- mechanically propelled vehicle.

31 Fire safety

We will not pay **you** where **your** legal liability arises in any way from or in any way involves the combustibility or fire protection performance of

- facade materials, or
- cladding, or
- roofing, or
- glazing, or
- doors, or
- balconies, or
- signage, or
- external or internal wall systems

including any associated core, filler, insulation or fixings.

However, we will pay you where your legal liability arises in any way from or in any way involves combustibility or fire protection performance of any of the above but only in respect of the carrying out of your professional services on or after 01/01/2019, or the retroactive date if later.

The most we will pay in respect of all such loss during the period of insurance shown in the policy schedule is £1,000,000 or the limit, whichever is the least.

Conditions applicable to this section of cover

1 Specialist designers and consultants own insurance

If you engage any person, firm or company to provide specialist design or consultancy services, you must at the time of engagement make sure that they have their own professional indemnity insurance which provides cover

- to them for any negligent act, error or omission during the conduct of their activities or duties whilst acting on your behalf
- of not less than either
 - £250,000 for each and every claim, or
 - £1,000,000 in total during any one period of insurance

You must also see and record evidence of the professional indemnity insurance being in full force and effect.

If you fail to do this your claim may not be covered or the amount we pay you may be reduced.

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Document means

- all documents other than
 - stamps
 - currency
 - coins
 - bank notes and bullion
 - travellers cheques
 - cheques
 - postal orders
 - money orders
 - securities
 - negotiable instruments

and documents of the same kind.

- separable program, instruction or data for physical incorporation into any computer system that belong to you or for which you are legally responsible and which are in your custody or control (or the custody or control of any person they have been entrusted, lodged or deposited by you) in the ordinary course of your professional services.

Employee means any person (other than a director of yours) who is (or was or who may be in the future):

- under a contract of service or apprenticeship with you, or
- under any work experience or similar scheme, or
- supplied to or hired in or borrowed by you, or
- self-employed persons

and who are working for you under your direct control in connection with the professional services.

Excess means the first amount of any claim for which you are responsible. The amount in respect of this section of cover is shown in the policy schedule.

Injury means

- bodily injury
- mental injury
- emotional distress
- shock
- sickness
- disease, or
- death

Insured, you, your, yours means

- the person or persons, and/or
- the firm and all partners and former partners in the firm, and/or
- the limited liability partnership, and/or
- the trust, and/or
- the company

named as the policyholder in the policy schedule.

In the event of the death, incompetency, incapacity, bankruptcy or insolvency of any natural person named as the policyholder or partner or former partner of the policyholder then it also means

- the estate, and/or
- the heirs, and/or
- the legal representatives (including anyone to whom their rights or liabilities have been legally transferred or anyone appointed to act for them)

of the person or partner concerned.

In addition, if you request us to, we will pay the following persons in the same way that we would pay you provided that they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as you are:

- any director or member of yours, or
- any employee

Limit means the maximum amount we will pay. The amount in respect of this section of cover is shown in the policy schedule.

Mitigation costs means costs and expenses that we have agreed to in writing that are necessary to mitigate a claim or potential claim that would be covered under this section of cover.

Product means any goods or products, including

- their containers
- labelling and instructions provided for the goods or services

which are

- sold
- supplied
- processed
- installed
- serviced
- repaired
- altered
- treated, or
- renovated

by you or on your behalf.

Professional services mean the provision and repair of housing association accommodation and associated services.

Retroactive date means either

- the date when this section of cover was first incepted, or
- where equivalent cover to that provided under this section of cover has been continuously maintained immediately prior to the inception of this section of cover, then it means the date that applied to that equivalent cover.

Wrongful act means any actual or alleged

- negligence
- unintentional breach of confidentiality
- unintentional breach of copyright
- libel, slander or defamation

- any other actual or alleged act, error or omission that results in a civil liability