Please read this document carefully.
Should you have any questions, please contact your insurance agent.
Policy Information

We are keen to work in partnership with You and avoid any misunderstandings.

This Policy has been prepared in accordance with Your instructions. Please read it carefully to ensure that it meets Your requirements.

This policy consists of:
1. the introduction which explains the basis on which cover is provided.
2. the Schedule which shows details of the Policyholder Period of Insurance, the Professional Business being covered, insured Limits of Liability and certain amounts You will be responsible for, and details of which Sections are operative.
3. the Proposal form is a record of the information that You provided to Your insurance agent about You and Your Professional Business upon which Your insurance Policy is based.
5. the Sections of the Policy which give details of the cover.
6. Any Endorsements or Conditions Precedent which might apply to the Policy or individual Sections and which incorporate cover amendments, extensions, limitations, and the like.

Immediate notice should be given to Us of any changes which may affect the insurance provided by this Policy.

Alterations in the cover required after the issue of the Policy will be confirmed by a separate Endorsement and/or Schedule and/or the Proposal supplied which You should file with Your Policy. You should refer to the Schedule and Endorsement(s) and the Policy to ascertain precise details of cover currently in force.
**Our Promise to You**

Our goal is to provide excellent customer service to all our customers but we recognise that sometimes things may go wrong. We take complaints seriously and aim to resolve all of our customers problems promptly.

If this cover does not meet with your requirements please return all of your documents to your insurance agent who has arranged the cover within 14 days of receipt. We will return any premium paid in full.

If you wish to terminate the cover at any other time please contact your insurance agent who arranged it and any return premium will be at the discretion of Arista.

**Making a Claim under the Policy**

To make a claim under this Policy please refer to General Condition 1.

**Who to notify**

All notifications should be forwarded directly to:

Hiscox Liability Claims Team  
Telephone: 0800 840 2432  
Email: liability.claims@hiscox.com

**Your duties in the event of a claim or circumstance**

There are legal protocols applying to professional negligence claims which impose time constraints and procedural rules as to how claims should be dealt with. We have specialists who will work hand in hand with you to deal with these issues and if litigation is necessary, we will arrange for a solicitor to represent you.

When you first become aware of a claim or circumstance it is important you DO NOT:

- Make any admission of liability
- Settle or make or promise any payment
- Incur costs without our approval
- Take any action which might prejudice our position or our ability to investigate a claim or circumstance
- Provide details of your professional indemnity policy or disclose that we have been notified to the claimant

It is a usual feature of Professional Indemnity policies that it is a condition precedent to insurance coverage being granted that there has been no admission of liability and further that we receive your full cooperation.

**What is meant by a circumstance?**

There is no single or simple definition but the following may help in understanding what is likely to deem a notifiable circumstance:

A notifiable circumstance could include:

- An intimation by any third party, whether expressed or implied, of an intention to make a claim against you
- Any criticism or dispute, whether expressed or implied, relating to your performance, or of any party for which you are responsible
- Any awareness by you that any services provided or actions taken by you, or by any party for whom you are responsible, have or could have failed to meet the standard required or have led, or may lead to a third party loss
- A situation where you are having to investigate your work in order to justify your actions
How We Use Personal Information

We hold personal information in accordance with the Data Protection Act 1998. The information supplied to Us by You may be used to:

• Provide You with a quotation, deal with the associated administration of Your policy and to handle claims;
• Search credit references, credit scoring and fraud agencies who may keep a record of the search;
• Share with those companies who are underwriting Your policy, other insurance organisations to administer Your policy, to help offset risk, for statistical analysis, to handle claims and prevent fraud;
• Support the development of Our business by including Your details in customer surveys, for market research and business reviews which may be carried out by third parties acting on Our behalf.

We may need to collect and process data relating to individuals who may benefit from the policy ("Insured Persons"), which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that You have explicit verbal or written consent from the Insured Person to such information being processed by Us and that this fact is made known to the Insured Person.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

Under the Data Protection Act 1998 individuals are entitled to request a copy of all the personal information We hold about them. Please contact Us at Arista, 55 Bishopsgate, London EC2N 3AS

We can only discuss the details given with You. If You would like anyone else to act on Your behalf please let Us know. Your details will not be kept longer than is necessary.

Telephone calls may be recorded for Our mutual protection, training and monitoring purposes.

By applying for and/or entering into this insurance policy You will be deemed to consent to the use of Your data and Your insurance policy data in this way and for these purposes and that Your directors, officers, partners and Employees have consented to our using their details in this way.

Fair Presentation of the Risk

We are keen to work in partnership with You and avoid any misunderstandings.

You must make a fair presentation of the risk to Us at inception, renewal and variation of the policy.

Should You be in any doubt as to whether information should be presented to Us, You must
- discuss it with Your insurance agent, or
- disclose it to Us.

We may, at Our absolute discretion, avoid the policy and refuse to pay any claims where any failure to make a fair presentation is:
1. deliberate or reckless; or
2. of such other nature that, if You had made a fair presentation, We would not have issued the policy.

We will return the premium paid by You unless the failure to make a fair presentation is deliberate or reckless.

If We would have issued the policy on different terms had You made a fair presentation, We will not avoid the policy (except where the failure is deliberate or reckless) but We may instead, at Our absolute discretion;
1. reduce proportionately the amount paid or payable on any claim, the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had You made a fair presentation; and/or
2. treat the policy as if it had included such additional terms (other than those requiring payment of premium) as We would have imposed had You made a fair presentation.

For the purposes of this condition references to:
1. avoiding a policy means treating the policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the policy), the renewal date (where the failure occurs at renewal of the policy), or the variation date (where the failure occurs when the policy is varied),
2. refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires,
issuing a policy should be treated as the references to issuing the policy at inception, renewing or alteration of the Policy as the context requires, premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance).
How to Complain

If You have any enquiry arising from Your Policy please contact Your insurance agent who arranged the Policy for You or the local Arista office quoting the Policy number in all cases

If You have a complaint arising from Your Policy please contact
The Chief Executive
Arista
55 Bishopsgate,
London EC2N 3AS
www.Arista-Insurance.com

After this action if You are still not satisfied with the way a complaint has been dealt with Your complaint may also be referred to the Financial Ombudsman Service (FOS) The address is
Financial Ombudsman Service
Exchange Tower
London E14 9SR
www.financial-ombudsman.org.uk

Telephone: 0800 023 4567/ 0300 123 9 123
Fax: 020 7964 1001
Email: complaint.info@financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services

Following the complaints procedure does not affect Your rights to take legal proceedings

Financial Services Compensation Scheme
Arista, a trading name of Geo Underwriting Services Limited, and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS)

Should We be unable to meet Our liabilities You may be entitled to compensation from the scheme depending on the type of insurance and the circumstances of the claim

Further information is available from the FSCS. Their telephone number is 0800 678 1100 or 020 7741 4100. Alternatively, more information can be found at www.fscs.org.uk.
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The Contract of Insurance and the Underwriters

This Policy is underwritten by certain Underwriters at Hiscox (hereinafter called the 'Underwriters') and is administered by Arista in accordance with the authority granted under binding authority agreement(s)

In consideration of payment of the premium the receipt of which by Underwriters is a condition precedent to liability to indemnity under this Policy the Underwriters set out above are bound severally and not jointly to indemnify You within the limits terms conditions and exceptions of this Policy during the Period of Insurance and any subsequent period for which You pay and the Underwriters agree to accept a premium

You have provided information to Us which includes but is not limited to the information detailed in the written Proposal bearing the date stated in the Schedule

Paul Dilley
Chief Executive Officer
Geo Underwriting Services Limited
On behalf of the Insurer(s)

This Policy is a legal contract between You and Us and designed to be as easy to understand as possible You must make a fair presentation of the risk to Us at inception renewal and variation of the Policy

Your proposal the Schedule Your Policy and any Endorsements shall be considered one legal document
It is important that You read all Your documents carefully and let Your insurance agent know immediately if the insurance does not meet Your requirements or if any information is inaccurate or incomplete If any changes are required this may result in changes to the terms and conditions of the Policy or a refusal to provide cover

Your obligations under the Policy
The Policy imposes certain obligations upon You which if not complied with may invalidate this insurance or a claim
Some of these obligations are expressed to be General Conditions or Conditions Precedent These are extremely important If you are in breach of any of these obligations at the time of a loss We will have no obligation to indemnify You in relation to any claim for that loss However if a General Condition or Condition Precedent is intended to reduce the risk of a loss of a particular kind at a particular location or at a particular time We will not rely on the breach of that General Condition or Condition Precedent to exclude limit or discharge our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

Steps to be taken if you cannot comply
If You are unable to comply with any General Condition or Condition Precedent You should contact Us as soon as reasonably possible through Your insurance agent We will decide whether We might be prepared to agree a variation in the Policy
All General Conditions or Conditions Precedent remain effective unless You receive written confirmation of a variation from Us through Your insurance agent
You should keep a written record (including copies of letters) of any information You give us or Your insurance agent at inception renewal or variation to this Policy.

Arista is a trading name of Geo Underwriting Services Limited, Registered in England No. 4070987.
Registered Address: Towegate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN
Authorised and regulated by the Financial Conduct Authority. FCA Register Number 308400
Geo Underwriting Services Limited is a coverholder for certain leading Insurers.

You can check this information on the Financial Conduct Authority register by visiting the FCA’s website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768. Information relating to the Prudential Regulation Authority can be found at www.bankofengland.co.uk/pra
General Definitions

Each time We use one of the words or phrases listed below it will have the same meaning wherever it appears in Your Policy unless We state otherwise A defined word or phrase will start with a capital letter each time it appears in the Policy except for headings and titles

We/Us/Our
The Underwriters as set out in the section of the Policy headed The Contract of Insurance and the Underwriters

You/Your/Policyholder
1. The firm company or persons named in the Schedule or their assignee in bankruptcy or the estate personal representatives or trustees
2. Any past present or future partner of the firm but only whilst acting or having acted within the scope of the Professional Business carried out on behalf of the firm

For the avoidance of doubt the only parties that have rights under this contract of insurance shall be You and Us

Award
A sum which You become liable to pay by reason of an adjudicator’s decision

Circumstance
Any matter likely to give rise to a claim against You

Computer System
Any computer data processing equipment media or part thereof or system of data storage and retrieval or communications system network protocol or part thereof or storage device microchip integrated circuit real time clock system or similar device or any computer software (including but not limited to application software operating systems runtime environments or compliers) firmware or microcode

Condition Precedent
Any term expressed Condition Precedent is extremely important
If You are in breach of any of these obligations at the time of a loss We will have no obligation to indemnify You in relation to any claim for that loss
However if a Condition Precedent is intended to reduce the risk of a loss of a particular kind at a particular location or at a particular time We will not rely on the breach of that Condition Precedent to exclude limit or discharge Our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

Date Recognition Failure
Any failure or inadequacy of performance or functionality relative to the recognition or use of any date as its true calendar date

Defence Costs
All costs and expenses incurred with Our prior written consent in the investigation defence or settlement of any claim or Circumstance notified to Us within the terms of the Policy.

Documents
All forms of documents of whatsoever nature whether written printed or reproduced by any other method including computer system records (provided You maintain duplicates of such computer systems records stored at a separate location) but excluding bearer bonds coupons bank notes currency notes and negotiable instruments
E-activities
Any use of electronic networks including the internet and private networks intranets extranets electronic mail worldwide web and similar medium carried out by You or by any person, persons, partnership, firm or company acting for You or on Your behalf

Excess
The first amount of each and every claim for which you shall be responsible as shown in the Schedule and where applicable as more particularly defined in the Policy

Limit of Indemnity
Our maximum total liability as specified in the Schedule or as may be specifically endorsed to this Policy to indemnify You within the terms and conditions of this Policy unless otherwise expressly limited

Policy
This Policy is made up of a number of documents These documents are the

(a) Policy
(b) Schedule
(c) endorsements
(d) notice to policyholders
(e) Statement of Fact or proposal form

Policy Period
The period specified in the Schedule or as may be specifically endorsed to this Policy

Professional Business
The business stated in the Schedule or as may be specifically endorsed to this Policy

Proposal
The proposal for the insurance provided by this Policy including the proposal form identified in the Schedule together with any other documentation or information submitted to Us

Schedule
The Schedule for the time being in force showing the cover which applies

Terrorism
Terrorism shall include but is not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear
Cover

We will indemnify You in respect of

1. **Civil Liability**

   any claim first made against You and notified to Us during the Policy Period arising in the course of Your Professional Business for any breach of Your professional duty which gives rise to a civil liability (including liability for claimants’ costs) on the part of the Policyholder or any specialist sub-contractor and/or sub-consultant acting on behalf of You and for whom You are responsible but subject always to Our rights as contained in General Condition 3 of this Policy and provided that all rights of recourse against such specialist sub-contractors and/or sub-consultants are not waived or otherwise impaired by You

   Provided that

   1. Our liability shall not exceed the Limit of Indemnity except that Defence Costs shall be paid in addition but if a payment beyond the Limit of Indemnity has to be made to dispose of a claim Our liability for Defence Costs shall be such proportion as the Limit of Indemnity under this policy bears to the amount payable to dispose of the claim

   2. in respect of any claim the amount of the Excess shall be borne by You at Your own risk and We shall only be liable to indemnify You in excess of such amount

   3. in respect of any claim arising out of any dishonest or fraudulent act or omission on the part of any employee or any person acting on behalf of and with the authority of You the following shall be deducted from any amount payable by Us any monies

      a. which would be due from You to the person committing the fraud
      b. held by You and belonging to such person
      c. recovered from the person committing the fraud

   4. no indemnity shall be provided under this Cover 1 Civil Liability for any liability arising from a decision given by an adjudicator under a construction contract as defined in Section 104 of the Housing Grants Construction and Regeneration Act 1996 (“the Act”) unless You comply with the following conditions precedent to indemnity under this Policy

      a. You shall give notice directly to Us in the manner appearing below within three working days of any of the following

         i. Your receipt of any notice of intention to adjudicate (“Adjudication Notice”)  

         ii. upon You having reasonable grounds to believe that an Adjudication Notice may be served upon You  

         Provided that in each such case the subject matter of the Adjudication Notice (or any part thereof) is likely to give rise to a claim under this Policy

      b. You shall provide full and prompt cooperation to Us complying with all Our reasonable requests including those relating to response times and such cooperation shall extend to any subsequent challenge to the adjudicator’s decision

      c. We shall be entitled at Our discretion to appoint solicitors and experts to handle any adjudication on behalf of You and We shall have the conduct of all matters relating to any such adjudication. Subject to the provisions of 1.4 (e) of this Cover and the application of any costs inclusive excess payable by You We shall pay all costs and expenses incurred in the appointment of such solicitors and experts

      d. You shall not at any time without Our prior written consent make any admission in respect of the dispute being referred to adjudication or agree with any other party that adjudication shall finally determine any dispute

      e. If only part of the Award is covered within the Policy terms and conditions then We shall only be required to indemnify You in respect of that part which is covered within the Policy terms and conditions and will only pay costs and expenses incurred in handling the adjudication in the same proportion as the insured part bears to the total amount of the Award

2. **Loss of Documents**

   any reasonable expenses which You may incur during the Policy Period (and to which We have given prior written consent) in replacing or restoring Documents either owned by or the responsibility of or Your custody in the conduct of Your Professional
Business which are discovered during the Policy Period to be damaged destroyed lost or mislaid and which after diligent search cannot be found
For the purposes of the Loss of Documents cover there shall be no Excess borne by You and the Limit of Indemnity afforded by this clause shall be limited to £50,000 in all for the Policy Period

3.  **Compensation for Court Attendance**
the cost of attendance at a court by any principal partner director or employee of the Policyholder when requested by Us to be a witness in connection with a claim for which You are entitled to indemnity under this Policy.
Indemnity for such costs will be limited to payments by Us of compensation at a rate of £250 per person per day on which attendance is required
For the purposes of the Compensation for Court Attendance cover there shall be no Excess borne by You

4.  **Prosecution Defence**
costs and expenses incurred with Our prior written consent in the defence of any criminal proceedings against You during the Policy Period arising from any alleged breach of any statutory regulation relative to building or construction works
Provided that
1.  such alleged breach arises in the course of the Your Professional Business
2.  the circumstances giving rise to the proceedings could otherwise give rise to indemnity under this Policy
3.  in Our reasonable belief the defence of such proceedings would assist in the defence of any claims against You arising from such circumstances
4.  no claims shall attach unless We consider that the defence of criminal proceedings has a reasonable chance of success
5.  if circumstances change after We have given written consent then We reserve the right to have the express ability to withdraw such consent
For these purposes ‘proceedings’ includes an appeal against the outcome of any initial proceedings For the purposes of the Prosecution Defence cover there shall be no Excess borne by You
General Conditions

1. It is a Condition Precedent to Our liability to make payment under this Policy that
   a. in the event of a claim or the discovery of information that may give rise to a claim You shall not admit liability and no admission arrangement offer promise or payment shall be made by You without Our prior consent
   b. You shall give to Us immediate notice in writing of
      i. any claim first made against You during the Policy Period
      ii. any Circumstance of which You first become aware during the Policy Period
      iii. the discovery of any loss that is likely to be the subject of indemnity hereunder
      iv. the discovery of any reasonable cause for suspicion of any dishonesty or fraud on the part of a present partner or director or employee of the Policyholder whether giving rise to a claim or loss under this Policy or not
   Such notice having been given as required in 1 b (ii) or (iii) or (iv) above during the Policy Period any subsequent claim arising from such Circumstance or loss shall be deemed to have been made during the Policy Period provided however that this deeming provision shall only have effect if You comply within a reasonable time and at Your own expense
      i. with Our standard requirement hereby stated that the notification should state precisely why a claim is likely and if so from whom
      ii. with any reasonable request by Us for further information in relation to the matters notified
      iii. with any request by Us reasonable by reference to the risk and potential amount of any consequent claim for steps to be taken to reduce or avert the said risk
   For the avoidance of doubt no other condition of this Policy shall have the effect of limiting Our right to refuse to give effect to this deeming provision in the event of a failure by You to comply with a request under 1 b (ii) (iii) and (iv) above
   c. following notification of a claim or Circumstance We shall be entitled at Our discretion to take over and conduct in Your name the investigation defence or settlement of any such matter
   Nevertheless neither You nor We shall be required to contest any legal proceedings unless a Queens Counsel (to be mutually agreed upon by the You and Us) shall advise that such proceedings should be contested
   d. every letter of claim writ or summons shall be forwarded unanswered to Us immediately they are received.
   You shall at all times in addition to their obligations set out above provide such information and cooperation and respond within such times as to allow Us to comply with relevant practice directions and protocols as may be issued from time to time by the Head of Civil Justice and the timetables contained therein
   e. You shall at Your own expense give all such assistance and information within the timescale that We may reasonably require

2. We may at any time pay to You the amount of the Limit of Indemnity (less the Excess and any sum already paid or expended during the Policy Period) or any lesser amount for which in Our opinion any claim or claims can be settled and any related Defence Costs incurred and consented to for any claim and such payment shall be deemed to be a total and full discharge of Our liability for that claim
   We shall not be responsible for any loss that You may claim to have sustained by reason of Us having so acted

3. If any payment is made under the terms of this Policy You grant to Us all rights of recovery against any parties from whom recovery may be made. However We agree to waive any rights of recovery against any employee or former employee of the Policyholder unless liability has resulted in whole or in part from a dishonest fraudulent criminal or malicious act or omission on the part of any such employee

4. If You or anyone acting on Your behalf:
   a. makes any false or fraudulent claim,
   b. makes any exaggerated claim,
   c. supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine),
d. makes a claim for loss or damage which the Insured or anyone acting on the Insured’s behalf deliberately caused,
We will:
   i. refuse to pay the whole of the claim; and
   ii. recover from You any sums that We have already paid in respect of the claim.
We will also notify You if We will be treating the policy as having terminated with effect from the date of the earliest of any acts set out in a. – d. above. In that event, You will:
   - have no cover under the policy from the date of the termination; and
   - not be entitled to any refund of premium.

5. Beginning with Your Proposal for this Policy and throughout the Policy Period You must make a fair presentation of the risk to Us. You are under a continuing duty to make a fair presentation and to tell Us as soon as reasonably practicable all changes in information supplied to Us as part of the Proposal for this Policy. We may, at Our absolute discretion;
   - avoid the Policy and refuse to pay any claims, or
   - reduce proportionately the amount paid or payable on any claim, or
   - treat the policy as if it had included such additional terms (other than those requiring payment of premium) as We would have imposed had You made a fair presentation.

6. Any claim or claims resulting from one and the same act error or omission or a series of acts errors or omissions arising out of the same proximate cause shall for the purpose of the Limit of Indemnity and the Excess under this Policy be treated as a single claim

7. For the avoidance of doubt it should be noted that the indemnity afforded under the terms of this Policy is provided jointly to all parties constituting the Policyholder as defined herein and for all purposes this Policy shall be considered as a joint Policy with a single Limit of Indemnity

8. Any dispute or difference between You and Us arising from this Policy shall be referred to a Queen’s Counsel of the English Bar to be mutually agreed upon between Us and You or to any other party as may be mutually agreed

9. The dispute shall be arbitrated in accordance with the statutory provisions as to arbitration for the time being in force The findings of the appointed arbitrator shall be binding upon Us and You and the costs of such an exercise shall be allocated by the arbitrator on the basis he/she considers fair and equitable

10. If We agree to accept payment by instalments then in the event of any default in payment of any instalment by You the full outstanding balance shall become payable immediately

11. If You then fail to pay such amount within seven days of written notice sent by or on behalf of Us to You of the default in payment We may terminate this Policy by giving seven days notice in writing to You

12. It is hereby understood and agreed that You have used and shall continue to use Your best endeavours to ensure that all sub consultants and / or sub-contractors appointed by You or for which You are responsible maintain Professional Indemnity Insurance to a level of not less than £500,000

13. In the event that You are not able to verify the existence of such Insurance You undertake to inform Us as soon as practicable and furnish Us with such additional information as may be reasonably requested.

14. It is further understood and agreed that in such circumstances We will be entitled to charge an additional premium

15. The parties are free to choose the law applicable under this contract but unless specifically agreed to the contrary this Policy is subject to English law

16. Sanction Limitation and Exclusion
   We shall not be liable to pay any claim or provide any benefit under any insurance cover or extension to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

17. a. You may cancel Your Policy
   i. within 14 days of receiving Your policy documents for the first Period of Insurance if for any reason You are dissatisfied or the policy does not meet Your requirements.
   ii. if at any time You sell The Business or sell all of the property insured shown in The Schedule, or You cease trading.
If You cancel the policy We will return part of the premium proportionate to the unexpired Period of Insurance provided that no claims have been paid or are outstanding during the current Period of Insurance.

b. Other than when General Condition 4. Fraud applies, We may cancel Your policy
i. by sending You 30 days written notice to Your last known address.

We will return part of the premium paid proportionate to the unexpired Period of Insurance provided that
- no claims have been paid or are outstanding or incidents reported that could give rise to a claim during the current Period of Insurance.
- We have not identified a breach of any Policy Condition.

ii. immediately if the premium has not been paid or there has been a default under an instalment or linked credit agreement.

General Exceptions

This Policy shall not indemnify You in respect of any claim or loss arising out of

1. or caused by or in any way relating to (whether directly or indirectly) any date recognition failure of any Computer System whether or not the property of You

In addition this Policy shall not indemnify You in respect of any claim loss liability or expense arising out of or in any way relating to (whether directly or indirectly) any correction conversion renovation rewriting or replacement of or any failure to correct convert renovate rewrite or replace any Computer System related to any Date Recognition Failure

2. the giving by You of any warranty or guarantee where liability arises from any or more of the following terms
a. any express acceptance of or guarantee for fitness for purpose or similar provision
b. any express guarantee relating to the performance or period of a project
c. any acceptance of liability for liquidated damages

This exception shall not apply to liability that arises out of a failure to exercise a reasonable professional skill and care obligation that would have attached to You in the absence of such express warranty or guarantee

3. any contract where You act as a building contractor whether or not in conjunction with Your Professional Business

4. any claim or Circumstance
a. known to You prior to the inception of this Policy or which in Our reasonably opinion ought to have been known to You or
b. notified by You under any other insurance prior to the inception of this Policy
c. disclosed on the latest Proposal made to Us

5. loss distortion or erasure of computer records
a. whilst mounted in or on any machine for use or processing unless caused by fire lightning aircraft or water damage or any negligence on the part of You
b. resulting from wear tear vermin or gradual deterioration
c. caused by climatic or atmospheric conditions or extremes of temperature
d. due to the presence of magnetic flux or loss of magnetism unless caused by lightning

6. bodily injury sickness disease or death of any person arising out of and in the course of their employment by You

7. any negligence on the part of You in connection with the effecting or maintenance of insurance and/or in connection with the provision of finance or advice on financial matters

8. or contributed by
a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any waste or substance from the combustion of nuclear fuel or
b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or

c. war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power

d. Terrorism

11. a situation where You are entitled to indemnity under any other insurance except in respect of any sum beyond the amount which would have been payable under such other insurance had this Policy not been effected

12. any act error omission committed or alleged to have been committed prior to any retroactive date stated in the Schedule

13. any fines penalties punitive or exemplary damages

14. the ownership use occupation or leasing of mobile or immobile property by You or on behalf of You or of any party for whom and for which You are responsible

15. any claim by any

a. parent or subsidiary company or associated company of the Policyholder

b. other company in which You have a financial majority or

c. other company in common ownership with You

unless such claim emanates from an independent third party

16. any claim by any person comprising the Policyholder under Cover 1 Civil Liability against any other person comprising the Policyholder

17. dishonest or fraudulent acts or omissions committed by any person after discovery of such person's fraud or dishonesty or of reasonable cause for suspicion by You of fraud or dishonesty on the part of that person. Nor shall this Policy indemnify any person committing or condoning any dishonest or fraudulent act or omission

18. the manufacture construction erection installation alteration repair servicing or treating of any goods or product sold supplied or distributed by You even though the same might be carried on by You in conjunction with Your Professional Business

19. any trading losses or trading liabilities incurred by any business managed or carried on by You including loss of any client account or business

20. Your E-activities (whether directly or indirectly and/or whether deliberate or otherwise) including the spreading of computer viruses and the like malicious and/or inappropriate e-mail and/or breach of Data Protection or similar statutes laws or regulations

This exception does not apply to the erroneous transmission or non-transmission by You of electronic messages drawings plans and other documents in the normal course of Your Professional Business except where the cause of the claim or Circumstance is directly or indirectly attributable to a computer virus and the like malicious and/or inappropriate e-mail use and/or any breach of the Data Protection Act or similar statutes laws or regulations