



Camberford
Underwriting

Public and
Products
Excess Liability

Insurance

Policy Wording

IMPORTANT INFORMATION

CAMBERFORD UNDERWRITING

Thank **you** for choosing a Camberford Underwriting insurance.

Having begun trading in 1958, Camberford Underwriting is now a highly regarded, specialist underwriting agency; arranging a diversified portfolio of insurance. We strive to be a leader within the insurance market through research, development, management and distribution of affinity, and often niche, insurance products. Focusing on specific trades and industries, we endeavour to provide high quality service and coverage for a broad spectrum of insurance classes - operating under delegated authority from our underwriter partners.

Camberford Underwriting acts as an agent of the **underwriters** who authorise Camberford Underwriting to issue this Policy under the agreement number(s) detailed in **the schedule**.

'Camberford Underwriting' is a trading name of Camberford Law Limited; a limited company registered in England under company number 00608819. Our registered office is 7th Floor, Corn Exchange, 55 Mark Lane, London, EC3R 7NE.

Camberford Law Limited t/a Camberford Underwriting is authorised and regulated by the Financial Conduct Authority (the 'FCA') as an insurance intermediary with registered number 121476 and may be found on the FCA Register at www.fca.org.uk.

Signed for and on behalf of Camberford Underwriting



Simon Carter
Underwriting Director
Camberford Underwriting

INTRODUCTION

This **policy wording**, **the schedule**, and any **endorsement(s)** form **your** Policy which is a contract between **you** and the **underwriters**. These should be kept in a safe place.

Wherever any word within this Policy appears in bold it will have the meaning shown in the Policy Definitions on pages 6 to 8 of this **policy wording** or any **endorsement** in which that word appears.

Please read the whole Policy carefully.

It is important that:

- **You** check that the information **you** have given **us** is accurate and complete;
- **You** comply with **your** duties under the Policy;
- If **you** are uncertain regarding **your** responsibilities and how they relate to this Policy, **you** should contact **your** insurance broker, or Camberford Underwriting, in the first instance. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau or seek independent legal advice from a solicitor.

IMPORTANT INFORMATION



ABOUT THIS DOCUMENT

SYMBOLS

The symbols (below) help to indicate, and draw **your** attention to, different features within this **policy wording**:

A green square icon with a white checkmark inside.	Cover	(What Is Included) This is the standard scope of cover provided . The schedule shows details specific to your Policy.
A red square icon with a white 'X' inside.	Exclusions	(What Is Not Included) We also indicate exclusions by using this shading
Two orange exclamation marks stacked vertically.	Conditions Precedent	(Very Important Conditions) These require/oblige you to act in a certain way or stipulate a contingency upon which the validity of the Policy or a claim depends.
A yellow icon of an open book.	Conditions	These may qualify, limit, stipulate or clarify the insurance or a part of it.
A blue circular icon containing a white lowercase letter 'i', representing information.	Important Information	Important information and notices.
A black icon of a document with horizontal lines, representing a list or definitions.	Definitions	Defined words or phrases applicable to the Policy or certain parts of it.



CONTENTS

Section of This Policy	Sub Heading	Notes	Page(s)
Important Information	Camberford Underwriting		1
	Introduction		1
	About This Document		2
	Contents		3
	This Insurance	<i>Very Important</i>	4
	Information You Have Given Us	<i>Very Important</i>	4 – 5
	Changes To Your Information	<i>Very Important</i>	5
	Several Liability		5
	Policy Definitions		6 – 8
	Complaints		9 – 10
	Claims: How To Make A Claim and Important Information Regarding Claims		11
	Cancellation		12
	Compensation		12
	Data Protection		12 – 13
	Contracts (Rights Of Third Parties) Act 1999		13
	Sanctions		13 – 14
	Choice Of Law		14
	Use Of Language		14
	Headings and Symbols		14
General Exclusions	General Exclusions		15 – 16
General Conditions	General Conditions		17 – 18
Conditions Precedent	What Is A Condition Precedent?	<i>Very Important</i>	19
	Conditions Precedent Applicable To This Policy	<i>Very Important</i>	19
	Conditions Precedent Added By Endorsement	<i>Very Important</i>	19
Cover	Cover (including Limit Of Liability)		20

IMPORTANT INFORMATION



THIS INSURANCE

You have applied to **us** for insurance and **your** Policy sets out the details of the insurance which **you** have requested and **we** have agreed to cover.

In return for **you** having paid, or agreed to pay, the premium for the **period of insurance**, **we** will insure **you** to the extent of, and in accordance with, the terms contained in, or endorsed upon, the Policy.

Our acceptance of this risk is based on the information presented to **us** being a fair presentation of **you** and **your** business including any unusual or special circumstances which increase the risk and any particular concerns which have led **you** to seek insurance.

We would draw **your** attention to the 'Information You Have Given Us' and 'Changes To Your Information' clauses of this Policy and specifically that **we** may treat this Policy as if it had never existed and decline all claims if **you** provide **us** with false or misleading information, withhold important information or fail to advise of any change to the information **you** have provided.



INFORMATION YOU HAVE GIVEN US

You are required to make a fair presentation of the risk to **us**. This duty applies at inception and renewal of the Policy and whenever changes are made to it.

- A 'fair presentation of the risk' is one that discloses every material circumstance accurately and in a clear and accessible manner.
- A 'material circumstance' is one that would influence **our** decision as to whether or not 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 **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information or failed to disclose any material circumstance, **we** may:

- (a) treat this Policy as if it never existed;
- (b) decline all claims and recover from **you** any amount **we** have already paid for any claims including costs and expenses **we** have incurred; and
- (c) retain the premium.

If **we** establish that **you** provided **us** with false or misleading information or failed to disclose any material circumstance, but that this was not deliberate or reckless, **our** remedy will depend upon what **we** would have done if **we** had known about the information which **you** failed to disclose or misrepresented:

- (i) If **we** would not have provided **you** with insurance, **we** may treat this Policy as if it had never existed, refuse to pay all claims, recover from **you** any amount **we** have already paid for any claims (including costs and expenses **we** have incurred) and return the premium paid.
- (ii) If **we** would have provided **you** with insurance but on different terms (other than terms relating to the premium), **we** may treat the Policy as if it had been entered into on those different terms from the outset. **We** may recover any payments made by **us** on claims which have already been paid to the extent that such claims would not have been payable had such different terms been applied.
- (iii) In addition, if **we** would have provided **you** with insurance but would have charged a higher premium, **we** may reduce the amount **we** pay on a claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**. *For example: If the premium **you** paid was £10,000 but it would have been £15,000 had **you** made a fair presentation of the risk, **we** may reduce the amount to be paid on a claim by one third.*

IMPORTANT INFORMATION

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

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

- (1) give **you** thirty (30) days' notice that **we** are terminating this Policy; or
- (2) give **you** thirty (30) days' notice that **we** will treat this Policy and any future claim in accordance with (ii) and/or (iii) in which case **you** may then give us thirty (30) days' notice that **you** are terminating this Policy.

If this Policy is terminated in accordance with (1) or (2), **we** will refund any premium due to **you** in respect of the balance of the **period of insurance**.



CHANGES TO YOUR INFORMATION

You must tell **us** as soon as practically possible of any change in the information **you** have provided to **us** which happens before or during the **period of insurance**.

Your duty to make a fair presentation of the risk, and the remedies available to **us** in the event of **your** failure to do so, apply to changes in the way detailed within the 'Information You Have Given Us' clause (above); such remedies being effective from the date of the variation in respect of changes.

When **we** are notified of a change **we** will tell **you** if this affects **your** Policy. For example **we** may cancel **your** Policy in accordance with the Cancellation clause, amend the terms of **your** Policy or require **you** to pay more for **your** insurance.



SEVERAL LIABILITY

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

POLICY 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 an alternative definition is stated to apply.

Any defined word or phrase will be shown in **bold** each time it appears in the Policy.

Business

The business described in **the schedule** and no other business for the purposes of this Insurance.

Computer And Electronic Equipment

- (1) All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems and hardware; and
- (2) any electronic equipment, data processing equipment, **data storage materials**, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected to any of these.

Cyber Incident

- (1) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer and electronic equipment**; or
- (2) any partial or total unavailability or failure or series of related partial or total unavailability or failure to access, process, use or operate any **computer and electronic equipment**.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by **computer and electronic equipment**.

Data Storage Materials

Any materials or devices used for the storage or representation of **data** including for example disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute **computer and electronic equipment**.

Denial Of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or **computer and electronic equipment**, including but not limited to the generation of excess traffic into network addresses; the exploitation of system or network weaknesses; the generation of excess or non-genuine traffic within, between or amongst networks and the procurement of such actions or instructions by other **computer and electronic equipment**.

Employee

Any person who is


- (1) under a contract of service or apprenticeship with **you**
 - (2) borrowed by or hired to **you**
 - (3) a labour master or supplied by a labour master
 - (4) employed by labour only sub-contractors
 - (5) self employed
 - (6) under a work experience or training scheme
 - (7) a voluntary helper
 - (8) an outworker or homeworker
- under **your** direction and control in connection with the **business**.

Endorsement


A change in the terms and conditions of this Policy that can extend or restrict cover.





POLICY DEFINITIONS - continued

-  **Financial Loss**
A pecuniary loss, cost or expense and not occasioned by

 - (1) injury;
 - (2) loss of or damage to property; or
 - (3) pollution or contamination.


-  **Goods**
Any goods or products (including containers labelling instructions or advice provided in connection therewith) manufactured, sold, supplied, erected, repaired, altered, treated, transported, serviced or installed by **you** in the course of the **business** and which is not in **your** possession at the time of occurrence.


-  **Hacking**
Unauthorised access to any **computer and electronic equipment** whether **your** property or not.


-  **Loss Of Data**
Permanent or temporary


 - (1) physical, electronic or other loss of; or
 - (2) destruction or alteration of; or
 - (3) loss of use of; or
 - (4) damage to


data of any nature in whole or in part, including, but not limited to loss of **data** resulting from loss or damage to **computer and electronic equipment** or **data storage materials**.


-  **North America**
The United States of America or Canada or any territory within either jurisdiction or any territory having with either jurisdiction a reciprocal enforcement arrangement in relation to judgments, orders or awards..


-  **Offshore**
From the moment in time that an **employee** shall embark onto any conveyance at the point of final departure on land to any offshore installation until the moment in time that an **employee** shall disembark from any conveyance onto land upon their return from any offshore installation.

-  **Period Of Insurance**
From the effective date until the expiry date (both shown in **the schedule**) or any subsequent period for which **we** accept payment for this Policy.

-  **Policy Wording**
This document







-  **Premium**
The amount paid or payable by **you** in consideration of **us** providing the insurance detailed as covered within this Policy.

-  **Proposal**
Any information in connection with this Policy supplied by **you** or on **your** behalf.

-  **Terrorism**
Any act whether involving violence or the use of force or not or the threat or the preparation thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government which is designed to or does intimidate or influence a de jure or de facto government or governmental organisation or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political social religious ideological or similar causes and objectives.



POLICY DEFINITIONS - continued

-  **The Schedule**
The schedule document specifying the terms and extent of this **policy wording** and detailing **endorsement** that apply.
-  **Underlying Policy**
The primary policy or policies specified in **the schedule**.
-  **Underlying Limit**
The underlying limit as stated in **the schedule** and consists of the total of the limit or limits of liability provided by the **underlying policy**.
-  **Virus**
Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect **computer and electronic equipment** and **data** whether involving self-replication or not including but not limited to the exploitation of bugs or vulnerabilities in **computer and electronic equipment** to damage, interfere with, adversely affect, infiltrate or monitor **computer and electronic equipment** or **data**.
-  **We/Us/Our/Underwriters**
The insurance companies and/or certain underwriters at Lloyd's specifically detailed within **the schedule**.
-  **You/Your/The Insured/The Policyholder**
The name of the person or persons or corporate body named as **the insured** in **the schedule** and

 - (a) any subsidiary which is named in **the schedule**
 - (b) in the event of the death of **the insured** the personal representatives of **the insured** in respect of liability incurred by **the insured**

operating in or from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.



COMPLAINTS

Complaints In Relation To Underwriters that are **NOT** Lloyd's Underwriters.

At Camberford Underwriting we do everything possible to ensure that our clients receive a high level of service. However, we understand that complaints arise and we will deal with them fairly, promptly and efficiently.

If **you** have a complaint regarding this Policy **you** may contact the **underwriters** by using the contact details referenced in **the schedule** or by contacting Camberford Underwriting directly with the following details:

Address: Compliance Officer
Lygon House
50 London Road
Bromley
Kent
BR1 3RA
Telephone: 020 8315 5000
Email: complaints@camberford.com

Either Camberford Underwriting or the **underwriters**, as appropriate dependant on to whom **your** complaint is made, will handle **your** complaint as follows:

We will acknowledge **your** complaint promptly and advise **you** of the name and title of the person who is handling **your** complaint.

We will deal with **your** complaint as quickly as possible and will keep **you** informed throughout the process.

We aim to resolve **your** complaint within eight (8) weeks, however, if we are unable to do this or **you** are dissatisfied with our response **you** may have the right to refer **your** complaint to the Financial Ombudsman Service. Their contact details are as follows:

Address: Financial Ombudsman Service
Exchange Tower
London
E14 9SR, United Kingdom.
Telephone number: 0800 023 4567 or 0300 123 9123.
E-mail: complaint.info@financial-ombudsman.org.uk
Website: <http://www.financial-ombudsman.org.uk/>

The Financial Ombudsman Service is an independent service in the UK for settling disputes between clients and businesses within the financial services industry.



COMPLAINTS - continued

Complaints In Relation To Lloyd's Underwriters.

If at any time **you** have any query, concern or complaint and this Policy is underwritten in part or in full by Lloyd's Underwriters, **you** should in the first instance refer to **your** insurance broker or other intermediary or contact Camberford Underwriting directly through the following means:

Address: Compliance Officer
Lygon House
50 London Road
Bromley
Kent
BR1 3RA
Telephone: 020 8315 5000
Email: complaints@camberford.com

If **you** are not satisfied and wish to refer the matter to the Complaints Team at Lloyd's, the contact details are:

Address: Complaints Team
Fidentia House
Walter Burke Way
Chatham Maritime
Kent, ME4 4RN
Telephone: 020 7327 5693
Fax: 020 7327 5225
E-mail: Complaints@Lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service. Their contact details are as follows:

Address: Financial Ombudsman Service
Exchange Tower
London
E14 9SR, United Kingdom.
Telephone number: 0800 023 4567 or 0300 123 9123.
E-mail: complaint.info@financial-ombudsman.org.uk
Website: <http://www.financial-ombudsman.org.uk/>

The Financial Ombudsman Service is an independent service in the UK for settling disputes between clients and businesses within the financial services industry.



CLAIMS: HOW TO MAKE A CLAIM AND IMPORTANT INFORMATION REGARDING CLAIMS

REPORTING A CLAIM

You must report all claims to:

The 'Insurer Claims Contact' as shown in **the schedule**.

However in the event that there are no such Insurer Claims Contact details in **the schedule** or, for any other reason, **you** cannot report directly to the **underwriters** in this way, please contact:

Camberford Underwriting
Lygon House
50 London Road
Bromley
Kent
BR1 3RA

Tel: 020 8315 5000

Email: claims@camberford.com

CLAIMS CONDITIONS

Claims conditions are conditions precedent to the liability of **underwriters**. These can be found under Conditions Precedent 3 (Claim Notification And The Insured Not To Admit Liability) on page 19 of this Policy Wording.

CANCELLATION

Your Right To Cancel

You are entitled to cancel this Policy by notifying Camberford Underwriting in writing or by email. Any return of premium due to **you** will be calculated at a proportionate daily rate depending on how long the Policy has been in force unless **you** have made a claim, or there has been an incident that may lead to a claim, in which case the full annual premium must be retained by or paid to **us** as applicable.

However, this Policy may be subject to 'minimum and deposit premium' which means that no refund will be due in the event that **you** cancel. **The schedule** will clearly detail if the premium is 'minimum and deposit'.

Our Right To Cancel

We or Camberford Underwriting may cancel this Policy at any time by sending **you** fourteen (14) days' notice in writing to **your** last known address. In this circumstance **we** will refund a proportionate part of the premium paid for the unexpired period. **We** will only cancel for a valid reason.

Examples of valid reasons are:

- a change in risk which means **we** can no longer provide **you** with insurance cover; or
- **your** non compliance with important conditions; or
- non-cooperation or failure to supply any information or documentation **we** request; or
- any failure by **you** to pay the premium.

No return of premium will be allowed in any circumstance if **you** have given notification of a claim to **us**, or an event has happened which may result in a claim, during the **period of insurance**.

We will not be bound to invite or accept renewal of this Policy.

COMPENSATION

The **underwriters** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if an **underwriter** is unable to meet its obligations to **you** under this Policy. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this Policy. Further Information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: www.fscs.org.uk.

DATA PROTECTION

Definition

For the purpose of this clause:

- **we, us or our**
means Camberford Law Limited t/a Camberford Underwriting and the **underwriters**.

The Basics

We collect and use relevant information about **you** to provide **you** with insurance cover and to meet **our** legal obligations.

This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover from which **you** benefit. This information may include more sensitive details such as information about **your** health and any criminal convictions **you** may have.

DATA PROTECTION - continued

In certain circumstances, **we** may need **your** consent to process certain categories of information about **you** (including sensitive details such as information about **your** health and any criminal convictions **you** may have). Where **we** need **your** consent, **we** will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time. However, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to provide insurance cover and may prevent **us** from handling **your** claims.

Your information may be shared with, and used by, a number of third parties in the insurance sector for example insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that **we** provide and to the extent required or permitted by law.

Other people's details you provide to us

Where **you** provide **us** or **your** broker with details about other people, for example employees, **you** must provide this notice to them.

Your rights

You have rights in relation to the information **we** hold about **you**, including the right to access **your** information held by **us**. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of our full privacy notice, please use the contact details provided below or in our full privacy notice available at the website link below.

Want more details?

For more information about how **we** use **your** personal information and **your** rights please see **our** full privacy notice, which is available online at the following location:

- Camberford Underwriting: using the web address www.camberford.com/privacy
- Underwriters: using the web address detailed in **your** schedule

Contact Details

- Camberford Underwriting: Data Protection Officer, 7th Floor, Corn Exchange, 55 Mark Lane, London, EC3R 7NE
- Underwriters: using the details contained in **your** schedule

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Policy does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation, by any person who is not named as **the insured** and, unless otherwise stated in this Policy,

- both **we** and **you** may amend or lapse this Policy without giving notice to, or requiring the consent of, any other third party;
- we** may cancel this Policy without giving notice to, or requiring the consent of, any other third party.

SANCTIONS

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such

IMPORTANT INFORMATION

benefit would expose that (re)insurer 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.



CHOICE OF LAW

You and **we** are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.



USE OF LANGUAGE

Unless otherwise agreed, the contractual terms and conditions and other information relating to this Policy will be in English.

Words stated anywhere in this Policy which import the singular also include the plural and vice-versa where the context requires.

Use of the feminine, masculine, or neuter genders anywhere in this Policy will be deemed to include the genders not used.

If this Policy is underwritten by Lloyd's Underwriters, the words "Insurer" and "Policy" will be deemed to read "Underwriters" and "Certificate" respectively.



HEADINGS AND SYMBOLS

The headings and symbols used in this Policy are for reference purposes only and do not affect the meaning or interpretation of this Policy.



GENERAL EXCLUSIONS

The following General Exclusions apply to the Policy and all endorsements and extensions unless and to the extent otherwise stated.

Headings are solely for ease of reference and do not form part of this Insurance.

1 USA/Canada Jurisdiction

We shall not insure **you** in respect of any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or part) unless **you** have requested that there shall be no such limitation and have accepted the terms offered by **us** in granting such cover which offer and acceptance must be signified by specific endorsement to this Policy.

2 Terrorism

We shall not insure **you** in respect of liability as a result of **terrorism**.

3 Financial Loss

We shall not insure **you** in respect of liability for **financial loss**.

4 Goods In North America

We shall not insure **you** in respect of liability caused by or in connection with

- (a) any **goods** to **your** knowledge for export to or use in **North America**; or
- (b) visits by **you** or **your employees** to **North America** engaged in manual work.

5 Goods Used In Connection With Aircraft, Watercraft or Offshore Structures

We shall not insure **you** in respect of liability arising from **goods** used with **your** knowledge in connection with aircraft, watercraft or **offshore** structures or any work undertaken on or in the vicinity of aircraft or airside.

6 Pollution or Contamination

We shall not insure **you** in respect of liability directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere but this exception shall not apply in respect of pollution or contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **period of insurance**.

7 Hazardous Component Building Material

We shall not insure **you** in respect of liability directly or indirectly caused by resulting from or in connection with any component building material that must be removed encapsulated or otherwise abated because its presence or release is a hazard to human health.

8 Fungus or Mould

We shall not insure **you** in respect of liability directly or indirectly caused by resulting from or in connection with any fungus of any kind including but not limited to mildew, mould, spores or allergens.

GENERAL EXCLUSIONS

9 Asbestos We shall not insure you in respect of liability directly or indirectly caused by or contributed to by or arising from the manufacture production storage or handling of asbestos or materials containing asbestos.
10 Radioactive Contamination We shall not insure you in respect of liability directly or indirectly caused by or arising from (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
11 Contractual Liability We shall not insure you in respect of liability which is assumed by you by agreement unless such liability would have attached in the absence of such agreement.
12 War We shall not insure you in respect of loss of or damage or legal liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
13 Underlying Policy Inner Limits We shall not insure you in respect of liability of a type which is subject to a limit of liability under the underlying policy lower than the underlying limit stated in the schedule .
14 Punitive Multiplied or Exemplary Fines or Penalties We shall not insure you in respect of any liability for punitive multiplied or exemplary damages fines or penalties.
15 Computer and Electronic Equipment and Data Save as expressly provided for by this Policy or any endorsements , this Policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by contributed to by, resulting from, arising out of or in connection with any: (i) virus or hacking or denial of service attack or threat or hoax of the same; or (ii) cyber incident This exclusion shall not apply to (1) injury (2) loss of, or damage to, physical property (3) loss of data arising solely from extraneous physical damage to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof where insured under this Policy and to the extent thereby insured.



GENERAL CONDITIONS

The following General Conditions apply to the Policy including extensions and endorsements unless and to the extent otherwise stated.

1 Rights / Association In Defence And Trial Of Claims

We shall not be called upon to assume charge of the investigation or defence of any claim made or suits brought or proceedings instituted against **you** but shall have the right and be given the opportunity to be associated in the defence and trial of any such claims, suits or proceedings relative to any occurrence which in **our** opinion may create liability on **our** part under the terms of this Policy.

2 Apportionment of Costs and Expenses

Costs and expenses incurred by **us** or on **our** behalf with **our** written consent shall be apportioned as follows:

- (a) Should settlement of any claim or claims become practicable prior to the commencement of trial for not more than the **underlying limit** then no costs shall be payable by **us**;
- (b) Should the amount for which such claim or claims could be so settled exceed the **underlying limit** then **we** shall, if **we** consent to the proceedings continuing, contribute to the costs incurred by **you** or on **your** behalf in the ratio that their proportion of the total claim or claims finally paid bears to the whole amount of such total claim or claims paid;
- (c) In respect of the costs not recoverable under any **underlying policy** due to the Insurers thereof having made a payment equal to their total limits of liability **we** shall, if **we** consent to the proceedings continuing, be liable for that proportion of costs for which such insurers would have been liable had they not invoked that right.

Part (b) of this condition does not apply if the Limit of Liability applies to costs and expenses as well as damages.

3 Exhaustion Of Underlying Policy Aggregate Limit

If by reason of the payment of any claim or claims under any **underlying policy** during the **period of insurance** the aggregate of the limit or limits of liability provided by any such **underlying policy** is

- (a) partially reduced then this Policy shall apply in excess of the reduced amount of the **underlying policy** for the remainder of the **period of insurance**;
- (b) totally exhausted

then this Policy shall continue in force as the **underlying policy** until expiry thereof

Provided that this Policy shall not become excess of any reduced or exhausted underlying aggregate limit of liability or aggregate self-insured retention to the extent that such reduction or exhaustion is the result of any liability of a type excluded by this Policy.

4 Determination of Period Of Insurance

In circumstances where the **underlying policy** applies criteria different to those applicable to this Policy in determining under which **period of insurance** a claim is admissible, this Policy shall be subject to the same criteria provided that, in respect of liability to which an aggregate Limit of Liability applies under this Policy to any one **period of insurance**, **our** liability for all damages payable pertaining to any one **period of insurance** shall not exceed the Limit of Liability stated in **the schedule**.

GENERAL CONDITIONS

5 Adjustment Condition

Where the premium is calculated on the statements and estimates **you** have provided **you** shall keep an accurate record of all relevant particulars and shall allow **us** to inspect such record at any reasonable time and shall within one month of the expiry of each **period of insurance** provide to us such information as **we** requires for such expired period and the premium for such period shall thereupon be adjusted by **us** and the difference be paid by or allowed to **you** as the case may be subject to any agreed minimum premium.

6 Discharge Of Liability

We may at any time at **our** sole discretion pay to **you** the maximum sum payable under this Policy or any lesser sums for which any claim or claims can be settled and **we** shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment

Provided that in the event of a claim such costs and expenses shall not exceed an amount being in the same proportion as **our** payment to **you** bears to the total payment made by **you** or on **your** behalf in settlement of the claim or claims.

7 Fraud

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

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

If **we** exercise **our** right under (c) above:

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

!! CONDITIONS PRECEDENT

VERY IMPORTANT

WHAT IS A CONDITION PRECEDENT?

There are conditions contained within this Policy that are conditions precedent to **our** liability.

A 'condition precedent' either obliges **you** to act in a certain way, or stipulates a contingency upon which the validity of the Policy or a claim depends.

In the event of breach of any condition precedent **we** shall have no liability under this Policy, unless **you** show that non-compliance with the condition precedent could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

CONDITIONS PRECEDENT APPLICABLE TO THIS POLICY

1 Reasonable Precautions

It is a condition precedent to **our** liability that **you** must take all practical care to prevent accidents and to

- (a) maintain **your** premises, plant and everything used in **your business** in proper repair;
- (b) employ only competent **employees**; and
- (c) act in accordance with all statutory obligations and regulations.

You must, without delay, make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.

2 Changes To Underlying Policy Terms or Conditions

It is a condition precedent to **our** liability that no amendment to the **underlying policy** making any changes in its terms or conditions shall apply to this Policy until agreed in writing by **us**.

3 Claim Notification And The Insured Not To Admit Liability

In the event of an occurrence reasonably likely to produce a claim which exceeds 75% of the **underlying limit**:

- (a) **you** must give immediate notice in writing to **us**;
- (b) **you** must provide **us** with such particulars and information as **we** may require in relation to any occurrence or claim notified to **us** and shall forward to **us** immediately on receipt every letter, claim, form, writ, summons and process. **We** shall be entitled at **our** discretion to take over and conduct in **your** name the defence or settlement of any claim and to prosecute at **our** own expense and for **our** benefit any claim for indemnity or damages against any other persons and **you** must give all information and assistance required;
- (c) **you** must not make any admission of liability nor offer, promise or make any payment without **our** written consent.

CONDITIONS PRECEDENT ADDED BY ENDORSEMENT

Endorsements may apply additional conditions precedent and **you** must ensure **you** have read and understood all that have been applied.

COVER



COVER

We will, subject to

- (a) the terms, exclusions, conditions and endorsements of the **underlying policy**; and
 - (b) the terms, exclusions, conditions, **endorsements** and Limits of Liability of this Policy
- insure **you**, up to the Limit Of Liability, against all sums which **you** shall become legally liable to pay as
- (i) damages; and
 - (ii) costs and expenses recoverable by any claimant from **you**
- in excess of the **underlying limit** in respect of occurrences happening during the **period of insurance** and arising in connection with the **business**.

We will also pay, in respect of any occurrence to which this Policy applies, costs and expenses incurred by **us** or by **you** with **our** written consent apportioned in accordance with Policy General Condition 2 of this Policy.

In the event that the **underlying limit** applies to either or both categories of costs and expenses as well as damages, the Limit of Liability under this Policy shall apply in the same way

Provided that

- 1 the **underlying policy** shall be maintained in full effect during the **period of insurance** except for any reduction of the aggregate limit or limits contained therein solely by payment of claims during the **period of insurance**;
- 2 no liability shall attach to the **underwriters** unless and until the insurers of the **underlying policy** have paid or have been held liable to pay the full amount of the **underlying limit** (after making deductions for all recoveries).

LIMIT OF LIABILITY

Our maximum liability payable under this Policy in respect of damages in respect of any one claim against **you** or series of claims against **you** arising out of one occurrence shall not exceed the Limit of Liability stated in **the schedule**.

The Limit of Liability shall apply in the aggregate in respect of all occurrences arising during the **period of insurance** in respect of or arising out of

- (a) **goods**; or
- (b) liability which is of a type which under the underlying policy is subject to an aggregate limit of liability.

Any costs and expenses which may be the subject of insurance under this Policy will be payable in addition to the Limit of Liability.



t: 020 8315 5000 **w: camberford.com**

Camberford Underwriting is a trading name of Camberford Law Limited. Registered Office: 7th Floor, Corn Exchange, 55 Mark Lane, London EC3R 7NE.
Registered No. 608819 in England and Wales. Authorised and Regulated by the Financial Conduct Authority. FRN 121476