**Professional indemnity for health and safety consultants**  
Policy wording

The General terms and conditions and the following terms and conditions all apply to this section. Cover under this section is given on an aggregate basis unless otherwise specified.

### Special definitions for this section

<table>
<thead>
<tr>
<th>Definition</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Advertising</strong></td>
<td>Advertising, publicity or promotion in or of your products or services.</td>
</tr>
<tr>
<td><strong>Applicable courts</strong></td>
<td>The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.</td>
</tr>
<tr>
<td><strong>Business activity</strong></td>
<td>The activities stated in the schedule, which you perform in the course of your business.</td>
</tr>
<tr>
<td><strong>Computer system</strong></td>
<td>Any computer network, hardware, software, information technology and communications system, including any email, intranet, extranet or website.</td>
</tr>
<tr>
<td><strong>Defence costs</strong></td>
<td>Costs incurred with our prior written agreement to investigate, settle or defend a claim against you.</td>
</tr>
<tr>
<td><strong>Hacker</strong></td>
<td>Any third party, other than an employee of yours, who maliciously targets you and gains unauthorised access to or unauthorised use of your computer system or data held electronically by you or on your behalf.</td>
</tr>
<tr>
<td><strong>Pollution</strong></td>
<td>Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.</td>
</tr>
<tr>
<td><strong>Retroactive date</strong></td>
<td>The date stated as the retroactive date in the schedule.</td>
</tr>
<tr>
<td><strong>You/your</strong></td>
<td>Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.</td>
</tr>
</tbody>
</table>

### What is covered

#### Claims against you

If during the period of insurance, and as a result of your business activity or advertising on or after the retroactive date within the geographical limits, any party brings a claim, including any injunctive proceedings, against you for:

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Negligence</td>
<td>a. negligence or breach of a duty of care;</td>
</tr>
<tr>
<td>Negligent misstatement</td>
<td>b. negligent misstatement or negligent misrepresentation;</td>
</tr>
<tr>
<td>Intellectual property infringement</td>
<td>c. infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing-off;</td>
</tr>
<tr>
<td>Breach of confidentiality</td>
<td>d. breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;</td>
</tr>
<tr>
<td>Defamation</td>
<td>e. defamation;</td>
</tr>
<tr>
<td>Dishonesty</td>
<td>f. dishonesty of your individual partners, directors or employees, or sub-contractors or outsourcers directly contracted to you and under your supervision;</td>
</tr>
<tr>
<td>Transmission of a virus</td>
<td>g. negligence or breach of a duty of care in connection with the transmission of a computer virus or a denial of service attack;</td>
</tr>
<tr>
<td>Other civil liability</td>
<td>h. any other civil liability, unless excluded under What is not covered below, we will indemnify you against the sums you have to pay as compensation, including any liability for claimants' legal costs and expenses.</td>
</tr>
</tbody>
</table>

**We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.**

**Sub-contractors or outsourcers**  
We will indemnify you against any claim falling within the scope of What is covered. Claims against you, which is brought as a result of any business activity undertaken on your behalf by any sub-contractor or outsourcer.
Professional indemnity for health and safety consultants
Policy wording

Avoiding a potential claim against you
If:

a. your client has reasonable grounds for being dissatisfied with the work you have done or which has been done on your behalf and refuses to pay for any or all of it, including amounts you legally owe to sub-contractors or outsourcers at the date of the refusal;

b. your client threatens to bring a claim against you for more than the amount owed; and

c. we believe that it may be possible to settle the dispute with the client by your agreeing not to press for the disputed amount,

we may pay you the amount owed to you over and above the excess. If we do, you must agree not to press your client for the disputed amount.

Alternatively, if it is not possible to reach agreement with the client on this basis but we still believe that by not pressing for the disputed amount you will avoid a legitimate claim or counterclaim for a greater amount, we may pay the amount owed to you at that time, over and above the excess.

If a claim is still brought, we will deal with it but our total payment, including what we have already paid you or on your behalf, will not exceed the applicable limit of indemnity stated in the schedule. You must return the amount we have paid if you eventually recover the debt, less your reasonable expenses.

Once we agree to make any payment above, you will assign to us such rights as you have in relation to the amounts owed to you.

We will not make any payment for any money owed to you if the claim or threatened claim, or part of the claim or threatened claim, is not covered by this section.

Your own losses

Breach of statutory obligations
If proceedings are brought against you during the period of insurance under:

a. the Health and Safety at Work etc. Act 1974; or

b. the Health and Safety at Work (Northern Ireland) Order 1978; or

c. the Corporate Manslaughter and Corporate Homicide Act 2007;

or any similar or successor legislation or regulations we will pay the reasonable costs incurred with our prior written agreement to defend you if, in our opinion, a successful defence may avoid a claim being made against you which would be covered by this section.

Losses from dishonesty
If during the period of insurance, and in the performance of your business activity within the geographical limits, you discover a loss from the dishonesty of your employees, or sub-contractors or outsourcers directly contracted to you and under your supervision, where there was a clear intention to cause you loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission, we will indemnify you against your direct financial loss provided that the loss was suffered on or after the retroactive date.

Loss of documents
If during the period of insurance any tangible document of yours which is necessary for the performance of your business activity is physically lost, damaged or destroyed while in your possession, we will pay the reasonable expenses you incur with our prior written agreement in restoring or replacing it. The most we will pay for the total of all such expenses is the relevant amount stated in the schedule.

Additional cover

Court attendance compensation
If any person within the definition of you, or any employee of yours, has to attend court as a witness in connection with a claim against you covered under this section, we will pay you the amount stated in the schedule as compensation for each day or part of a day that their attendance is required by us. The most we will pay for the total of all court attendances is the amount stated in the schedule.

What is not covered

A. We will not make any payment for any claim or part of a claim or loss directly or indirectly due to:
Professional indemnity for health and safety consultants
Policy wording

Investments
1. any investment advice, financial advice, investment of client funds or any activity regulated by the Financial Conduct Authority, Prudential Regulation Authority or any other similar or successor regulatory body.

Valuations or construction work
Pension schemes
2. any valuation of physical property or any construction or erection work.
3. any operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or any breach of any legislation or regulation related to these activities.

Taxation and competition
4. any liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.

Pollution
5. pollution.

Virus
6. any virus that was not specifically targeted to your system.

Discrimination and harassment
7. any discrimination, harassment or unfair treatment, unless arising directly from your breach of a duty of care in the performance of a business activity.

Injury
8. the death of or any bodily or mental injury or disease suffered by anyone, unless arising directly from your breach of a duty of care in the performance of a business activity.

Land, animals and vehicles
9. the ownership, possession or use of any land or building, any animal, any aircraft, any watercraft or any motor vehicle.

Property damage
10. the loss, damage or destruction of any tangible property unless arising directly from your breach of a duty of care in the performance of a business activity. This clause does not apply to your own loss under the Loss of documents cover in What is covered.

Negotiable instruments
11. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.

Hacker
12. the loss, copying or distortion of any data by a hacker.

Directors’ and officers’ liability
13. any personal liability incurred by a director or officer of yours when acting in that capacity or managing your business, or a breach of any fiduciary duty, other than when performing a business activity for a client, or any statement, representation or information concerning you or your business contained in your accounts, reports or financial statements.

Product liability
14. any supply, manufacture, sale, installation or maintenance of any product.

Defamatory statements
15. any statement you knew, or ought reasonably to have known, was defamatory at the time of publication.

Deliberate, reckless or dishonest acts
16. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim under the dishonesty cover in What is covered, Claims against you, but we will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.

Pre-existing problems
17. anything, including any actual or alleged shortcoming in your work, likely to lead to a claim against you or your own loss, which you knew or ought reasonably to have known about before we agreed to insure you.

Date recognition
18. date recognition.

War, terrorism and nuclear
Asbestos
19. war, terrorism or nuclear risks.
20. asbestos risks.

Contractual liability
Employees
21. any liability under any contract which is greater than the liability you would have at law without the contract.
22. anyone's employment with or work for you, or any breach of an obligation owed by you as an employer.

Supplied personnel
23. the work of any personnel supplied by you to a client, unless you have breached a duty of care in supplying them.
Professional indemnity for health and safety consultants  
Policy wording

<table>
<thead>
<tr>
<th>Patent/trade secret</th>
<th>24. any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clams brought by a related party</td>
<td>1. any claim brought by an insured within the definition of you or any party with a financial, executive or managerial interest in you, including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third-party directly arising out of the performance of your business activity.</td>
</tr>
<tr>
<td>Restricted recovery rights</td>
<td>2. that part of any claim where your right of recovery is restricted by any contract.</td>
</tr>
<tr>
<td>Lost profit and VAT</td>
<td>3. your lost profit, mark-up or liability for VAT or its equivalent.</td>
</tr>
<tr>
<td>Trading losses</td>
<td>4. any trading loss or trading liability including those arising from the loss of any client, account or business.</td>
</tr>
<tr>
<td>Non-compensatory payments</td>
<td>5. fines and contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages, and also additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.</td>
</tr>
<tr>
<td>Claims outside the applicable courts</td>
<td>6. any claim, including arbitration, brought outside the applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</td>
</tr>
</tbody>
</table>

**How much we will pay**

The most we will pay for the total of all claims, their defence costs, and losses is the overall limit of indemnity stated in the schedule, irrespective of the number of claims or losses, unless limited below or in the schedule. You must pay the relevant excess stated in the schedule.

When we settle a loss under Your own losses, Losses from dishonesty, we will deduct any sums you owe or the value of any property you hold belonging to the perpetrator.

**Special limits**

**Losses from dishonesty**

The most we will pay for the total of your own losses arising from the dishonesty of your employees, sub-contractors and outsourcers is the relevant amount stated in the schedule, which is included within, and not in addition to, the overall limit of indemnity for this section.

You must pay the relevant excess stated in the schedule.

**Paying out the limit of indemnity**

At any stage of a claim, we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit, including payments in relation to other claims. We will then have no further liability for that claim or its defence costs.

**Your obligations**

**If a problem arises**

1. We will not make any payment under this section unless you notify us of the following promptly and within the period of insurance, or at the latest within 14 days after it expires for any problem you first become aware of in the seven days before expiry:
   a. your first awareness of anything, including any actual or alleged shortcoming in your work, which is likely to lead to a claim against you. This includes any criticism of your work even though regarded by you as unjustifiable.
      If we accept your notification we will regard any subsequent claim as notified to this insurance;
   b. any claim or threatened claim against you;
   c. your discovery, or the existence of reasonable grounds for your suspicion, that any partner, director, employee, sub-contractor or outsourcer has acted dishonestly.
2. When dealing with your client or a third-party, you must not admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. If you do, we may reduce any payment we make under this policy by an amount equal to the detriment we have suffered as a result.

Control of defence

This is a duty to defend section. This means that we have the right and duty to defend you against any claim or part of a claim brought against you which is covered by this section and which we consider you have reasonable prospects of successfully defending.

If we do not consider that you have reasonable prospects of defending a claim or part of a claim we have the right but not the obligation to take control of and conduct in your name, the investigation, settlement or defence of the claim or part of the claim. Proceedings will only be defended taking into account the commercial considerations of the costs of defence. We may request that an opinion be obtained from a mutually agreed Queen’s Counsel, or equivalent in a different jurisdiction, as to the prospects of you successfully defending a claim or part of a claim. Such opinion shall be binding on you and us. The costs of obtaining such opinion shall be met by us.

Appointment of legal representation

If a covered or partially covered claim is brought against you, then we have the right to appoint suitably qualified legal representation to defend you. We may appoint your own solicitor but on a similar-fee basis as our solicitor and only for work done with our prior written approval.

Partially covered claims

If a claim which is only partially covered by this section is brought against you, amounts relating to the non-covered parts of the claim will be deducted from our final settlement. We and you agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim. If you and we cannot agree on a fair allocation, you and we agree to refer any such dispute to a single arbitrator in accordance with the Arbitration Act then in force.

Payment of full limit of indemnity

We have no duty to defend you against any claim where we pay you the applicable limit of indemnity as described in How much we will pay. Paying out the limit of indemnity, or if the overall limit of indemnity stated in the schedule has been exhausted.

Payment of excess

Our duty to make any payment under this section arises only after the applicable excess is fully paid. The excess will only be eroded by the covered parts of a claim.