



## Assessment Hive Ltd

**Policy number: 14681347**

**Insurer: AXA XL**

**Your documents include:**

**Policy schedule**

**Summary of cover**

**Statement of fact**

**Policy wording**

**Certificates**



0345 222 5360  
[hello@policybee.co.uk](mailto:hello@policybee.co.uk)



## Schedule

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**This policy was issued by PolicyBee Ltd. Questions and concerns should be directed to them on 0345 222 5360.**

<b>Broker/Coverholder:</b>	PolicyBee Ltd, 14 Brightwell Barns, Waldringfield Road, Ipswich, IP10 0BJ
<b>Insurer:</b>	AXA XL Insurance Company UK Limited
<b>Unique Market Reference Number:</b>	B0334SC3342025301
<b>Policy number</b>	14681347
<b>Insured:</b>	Assessment Hive Ltd
<b>Address:</b>	Gor-Ray House Libra Business Centre, 758-760 Great Cambridge Road, Enfield, EN1 3GN
<b>Period of insurance:</b>	From: 16/04/2025 To: 15/04/2026 Both dates inclusive
<b>Renewal anniversary date:</b>	16/04/2026
<b>Business:</b>	SBEM Calculations, Local Authority and Property Searches, Inventory Clerical Services, Legionella Assessing, Floor/Lease Plans, EPCs, Water Efficiency Calculations, SAP Calculations, property photography, Part O calculations, MEES Reports, Energy Sta
<b>Premium:</b>	£631.47
<b>Plus Insurance Premium Tax:</b>	£75.78
<b>Total due:</b>	£707.25
<b>Statement of fact date:</b>	16/04/2025

### Professional indemnity section

<b>Wording:</b>	AXAXLPB SP(2)	
<b>Limit of indemnity:</b>	£2,000,000 each claim, <b>defence costs</b> payable in addition	
<b>Excess:</b>	£250 each and every claim	
<b>Geographical limits:</b>	Worldwide excluding USA and Canada	
<b>Applicable courts:</b>	Worldwide excluding USA and Canada	
<b>Sub-limits of indemnity:</b>	Loss of documents Discovery run-off Criminal prosecution Losses from dishonesty	£250,000 in total in any one <b>period of insurance</b> including <b>defence costs</b> £250,000 in total in any one <b>period of insurance</b> including <b>defence costs</b> £250,000 in total in any one <b>period of insurance</b> including <b>defence costs</b> £25,000 in total in any one <b>period of insurance</b> including <b>defence costs</b>
<b>Sub-limits excess:</b>	Loss of documents Criminal prosecution	£250 each and every claim £250 each and every claim
<b>Retroactive date:</b>	2019/03/01	
<b>Discovery run-off purchased:</b>	No	



## Public and products liability section

<b>Wording:</b>	AXAXLPB PL(2)	
<b>Limit of indemnity:</b>	£5,000,000 each claim, <b>defence costs</b> payable in addition	
<b>Excess:</b>	£250 each and every claim	
<b>Geographical limits:</b>	Worldwide excluding USA and Canada	
<b>Applicable courts:</b>	Worldwide excluding USA and Canada	
<b>Sub-limits of indemnity:</b>	Data Protection Act Consumer Protection Act Part II and Food Safety Act Health & Safety at Work Act Defective Premises Act Pollution liability Housing grants, construction and regeneration act 1996 Manslaughter defence costs	£250,000 in total in any one <b>period of insurance</b> including <b>defence costs</b> £250,000 in total in any one <b>period of insurance</b> including <b>defence costs</b> £250,000 in total in any one <b>period of insurance</b> including <b>defence costs</b> £250,000 in total in any one <b>period of insurance</b> including <b>defence costs</b> £250,000 in total in any one <b>period of insurance</b> including <b>defence costs</b> £250,000 in total in any one <b>period of insurance</b> including <b>defence costs</b> £250,000 in total in any one <b>period of insurance</b> including <b>defence costs</b>

## Employers' liability section

<b>Wording:</b>	AXAXLPB EL(2)	
<b>Limit of indemnity:</b>	£10,000,000 each claim	
<b>Excess:</b>	Nil	
<b>Geographical limits:</b>	Worldwide	
<b>Applicable courts:</b>	England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands	
<b>Sub-limits of indemnity:</b>	Terrorism	£5,000,000 in total in any one <b>period of insurance</b>

## Endorsements applicable to Professional indemnity insurance

Clause AXAXL2

### Excluded activities list

The following occupations and business activities are not covered under this policy:

Actuaries, anyone involved in medical treatment and diagnosis, architecture, bailiffs/sheriffs, barristers, broadcasting, construction professionals, engineering (including civil and structural), film production, independent financial advisors (IFAs), insurance intermediaries, lawyers, legal advisors, manual trades and crafts (e.g. painters, decorators, electricians, carpenters, plumbers, plasterers etc.), product design, solicitors, surveyors, trade associations.

## Endorsements applicable to the whole policy



Clause AXAXL1

**Continuous policy endorsement**

We and you agree that this Policy will automatically renew at the anniversary date stated in the Schedule and at each subsequent anniversary date annually after it until either we or you cancel this Policy.

Therefore, wherever there is reference to period of insurance in the Policy wordings, it will mean the twelve month period from the last anniversary date.

We may at our discretion amend the Policy premium, its terms or conditions, however if this is our intention we will give you at least thirty days notice of any intended changes. If you are unhappy with our proposed amendments, you will have the option to decline to continue with the Policy at the anniversary date or, if the amendments are proposed during the period of insurance, in accordance with the General Conditions cancellation clause.

Where the Policy is issued on a continuous cover basis the General Conditions cancellation clause and premium payment clause are deleted and replaced by the following:

**Cancellation and premium payment**

Subject always to any lesser period of notice permitted in respect of non-payment of premium, we or you may cancel this Policy by giving thirty days' notice in writing. You will be entitled to the return of a proportionate part of the premium in respect of the unexpired period of insurance.

If any premium remains unpaid twenty one days after the due date we will cancel the Policy by giving you seven days' notice via PolicyBee Ltd. The cancellation date will be the date on which the premium was due to be paid.

We will confirm the cancellation and amended period of insurance in writing.

**Special Notice**

Please review your Duty of Disclosure document regularly. This document records certain information we use to underwrite your Policy. It also shows you the maximum figure your turnover and wageroll is allowed to reach before you have to notify us of the updated figures. It is very important that you tell us via PolicyBee Ltd as soon as reasonably practicable if you know your figures have, or are about to, exceed those figures shown in the Duty of Disclosure document. Failure to do so could mean we may be entitled to treat this insurance as if it never existed.



Clause AXAXLPI 028 MNC

**Multinational coverage endorsement**

In consideration of the premium charged and subject to the terms, conditions, limitations and exceptions of this policy, **We** shall provide coverage under this policy on the following alternative bases:

**A. Licensed Coverage**

**We** shall provide licensed coverage in jurisdictions where **We** are licensed and/or admitted to do so; or:

**B. Unlicensed Coverage**

**We** shall provide coverage on an unlicensed or non-admitted basis in jurisdictions where it is not prohibited by any applicable law or regulation in that jurisdiction; or:

**C. Financial Interest Coverage**

**We** shall provide coverage to **You** for **Your** financial interest in any entity which would otherwise be covered under this policy which is located in a jurisdiction where:

(i) applicable law or regulation do not, to the best of **Our** good faith knowledge, allow **Us** to provide coverage; or

(ii) **You** have elected that the policy will not cover such entity directly but will cover **Your** own financial interest in such entity.

Any entity falling within sub-paragraphs C.(i) or (ii) above is referred to as an "Uncovered Entity".

Where Financial Interest Coverage is triggered, the policy will not provide any coverage for the Uncovered Entity, and **We** and **You** further agree that:

(iii) **You** have a financial interest in the Uncovered Entity because **You** benefit financially from the continued operation of the Uncovered Entity and/or would be prejudiced by loss to, or damage to, or liability incurred by the Uncovered Entity in the operation of its business; and

(iv) **We** shall reimburse **You** in respect of any loss to **Your** financial interest, by way of agreed valuation calculated as the amount which would have been payable to the Uncovered Entity if a policy with the same terms and conditions as this policy had been issued to such Uncovered Entity, save that no reimbursement shall be provided in respect of any insuring clause which would have covered any individual person.

(v) where **You** are not, directly or indirectly, the 100% owner of the Uncovered Entity, **You** will act on **Your** own behalf and on behalf of all other parties with a financial interest in the Uncovered Entity ("Other Interests") in purchasing insurance for 100% of the financial interests in the Uncovered Entity provided that the Other Interests have duly authorised **You** to so act and **We** are permitted to provide insurance to the Other Interests. In the event of a loss it is agreed that **We** shall fully discharge **Our** obligations under this clause by paying, subject to the terms, conditions, limitations and exceptions of this policy, 100% of the loss of the Other Interests to **You**.

Where loss to **Your** financial interest is reimbursed under this policy, **We** shall be subrogated to all of **Your** rights and remedies. If requested by **Us**, **You** shall:

(vi) report fully and fairly on any causes of action which the Uncovered Entity may have against any third party arising out of the facts and circumstances which gave rise to the loss; and

(vii) procure that the Uncovered Entity assigns to **You** the benefit of any cause of action it may have against any such third party (including any insurer issuing a policy to the Uncovered Entity) and that the Uncovered Entity shall cooperate with **Us** in pursuing such cause of action.

Subject otherwise to all other terms, conditions, exclusions and limitations of this insurance.

Clause AXAXL YBP

**Your broker: PolicyBee**

Your policy is administered and issued by your broker, PolicyBee. PolicyBee is an acting agent of Axa XL. Contact them if you need to change your policy, ask a question, or if you think you have a claim.

You can call: 0345 222 5360, email: [contactus@policybee.co.uk](mailto:contactus@policybee.co.uk), or write to: 14 Brightwell Barns, Waldringfield Road, Brightwell, IP10 0BJ.

Kerri-Ann Hockley  
Director, PolicyBee Ltd

Clause AXAXL4.1

**Sanctions Exclusion Clause**

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 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.



## **Endorsements applicable to the whole policy**

Clause 999A

Cladding Exclusion Endorsement 0418 (Misc)

PIM PI 039 CE

We shall not have any liability under this policy (regardless of any other cause or event contributing concurrently or in any

sequence) (including but not limited to Defence Costs and Expenses for any Claim or Notified circumstance, defence

costs and expenses of Criminal Prosecutions, Consequential Loss, Indemnity to Principals and/or Payment for Outstanding Fees) or arising out of or in any way connected with or related to any cladding, panelling or façade (including

without limitation any core, filler or insulation) or any system incorporating any of the same.

"Consequential Loss" means any Claim for consequential loss including but not limited to any loss of profits, loss of use,

loss of production, loss of contracts, liquidated damages or for any costs of decamping and/or rehousing

## **Legal helpline**

Available Monday to Friday from 9am to 5pm for general English legal advice on corporate or commercial problems potentially giving rise to a liability under this policy.

### **Telephone DAC Beachcroft LLP on 0117 918 2755**

This helpline gives legal advice on general commercial and business matters such as tax, property and employment issues, as well as advice about potential problems that may give rise to a claim.

Unfortunately, it won't give specific advice on policy coverage or validity issues, nor will it advise as to whether or not you do actually have a claim.

Advice is free for the first 30 minutes only.



## Summary of cover

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### Your insurance needs

This document provides key information about your insurance. It doesn't contain the full terms and conditions of your insurance cover and isn't part of your contract of insurance.

If you have any questions, please email us at [contactus@policybee.co.uk](mailto:contactus@policybee.co.uk). Or, call us on 0345 222 5360, Monday to Friday, 9.00am to 5.00pm.

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### Your exposure

#### Professional indemnity insurance

Clients seek your specialist advice because they view you as an expert. However, when things go wrong it's usually the expert who bears the blame. You have indicated that you are looking for professional indemnity insurance to protect your business against claims of negligence arising from your business activities.

#### Public and products liability insurance

Anyone who has visitors to their business premises or who visits clients' sites needs public liability insurance. It covers third party claims against you for negligent property damage or personal injury – an accident caused by someone tripping over a cable for example.

Cover is also automatically provided for product liability. This covers goods supplied to others which were sold, manufactured, repaired, installed, erected, altered, cleaned or treated by you and that through your negligence cause injury or damage.

#### Employers' liability insurance

This covers your business for claims made by its employees if they get ill or injured while working for you, and they deem you're liable. It's a legal requirement for most UK businesses and for any business that has even just one employee.

All part-time, full-time, voluntary and occasional staff are covered.

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### Type of policy

#### AXA XL continuous policy

Paying by Direct Debit means that your policy is a continuous one. Cover remains in place for as long as you maintain payments. We'll contact you at your policy's anniversary to see if anything about your business has changed.

**Claims made cover** (where applicable applies to: professional indemnity insurance, directors' and officers' insurance, laptops and portable equipment insurance, property cover, business interruption insurance, professional liability insurance.)

With this type of policy, cover must be in place when a claim is notified. You cannot make a claim if the policy has lapsed or been cancelled – even if the incident that gives rise to the claim occurred while the policy was in force.

#### Retroactive cover

This extends your cover backwards. It covers you for work you did in the past, in the period between your specified retroactive date and your policy start date.

**Claims occurring cover** (Applies to: public liability insurance, employers' liability insurance.)



## Summary of cover

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This policy will only respond to claims arising from incidents and accidents that occur within the policy period.

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### The insurer

AXA XL underwrite your professional indemnity insurance.

AXA XL underwrite your public and products liability insurance.

AXA XL underwrite your employers' liability insurance.

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### The wording

AXAXLPB SP(2) for your professional indemnity insurance.

AXAXLPB PL(2) for your public and products liability insurance.

AXAXLPB EL(2) for your employers' liability insurance.

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### Your cover

#### Professional indemnity insurance

- Negligence or breach of duty of care.
- Negligent misstatement or negligent misrepresentation.
- Infringement of intellectual property rights including copyright, trademark, moral rights or any act of passing off.
- Inadvertent breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use.
- Any dishonest act by an individual partner or director, or employee directly contracted to you and under your supervision.
- Any other civil liability.

Providing that:

- The claim arises from you performing your business activities on behalf of a client.
- The claim must be made within the period of insurance and is subject to the geographical cover and jurisdiction (see below).

#### Public and products liability insurance

This policy will pay for the total of all damages (including claimants' costs, fees and expenses) and defence costs for a claim brought against you arising out of:

- Accidental injury.
- Damage.
- Advertising injury offences.

#### Employers' liability insurance

If an employee of yours claims against you for injury or illness, the policy will:

- Pay the cost of defending the claim against you.
- Pay any compensation that you're legally liable to pay.



## Summary of cover

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- Pay the claimant's costs and expenses.

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## What else are you covered for?

### Professional indemnity

#### Dishonest clients

If your business suffers a loss caused by the dishonesty of an employee of yours for financial gain, the policy will cover your direct financial loss.

#### Clients refusing to pay

If a dissatisfied client refuses to pay you (rather than going to the trouble of suing you), this policy can cover your outstanding fees. This is provided you can satisfy the insurer, in writing, that pursuing your unpaid bill means your client will counter-claim against you for more than the amount you're owed. Be aware that this is always at the insurer's discretion.

#### Loss of documents

The cost of restoring or replacing any document, information or data of yours which is necessary for your business to continue will be covered. Providing that they were lost, damaged or destroyed while in your possession.

### Public and products liability insurance

#### Court attendance costs

In the event that the insurer requires you or any of your employees to attend any court or other judicial tribunal the insurer will pay you the following amounts of compensation:

- £500 per day for any partner, member, director or senior manager of your operations.
- £250 per day for any other person employed.

#### Health and Safety at Work Act

This policy covers for the defence of any criminal proceedings brought for a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 including legal costs and expenses incurred in an appeal against conviction arising from such proceedings.

#### Pollution

Provided you have taken all reasonable precautions to prevent pollution giving rise to advertising injury, injury or damage, this policy will pay for damages (including claimant's costs, fees and expenses) in respect of a sudden, identifiable, unintended and unexpected pollution event occurring in its entirety at a specific time and place.

### Employers' liability

#### Court attendance costs

In the event that the insurer requires you or any of your employees to attend any court or other judicial tribunal the insurer will pay you the following amounts of compensation:

- £500 per day for any partner, member, director or senior manager of your operations.
- £250 per day for any other person employed.



## Summary of cover

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### **Health and Safety at Work Act**

This policy covers the defence of any criminal proceedings brought for a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 including legal costs and expenses incurred in an appeal against conviction arising from such proceedings.

### **Manslaughter defence costs**

This policy covers legal costs and expenses incurred in defending a charge of manslaughter (including a charge of corporate manslaughter or corporate homicide brought under the Corporate Manslaughter and Corporate Homicide Act 2007).

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## **How much are you covered for?**

### **Professional indemnity insurance**

The level of cover you've selected applies to each claim made during the policy period. There is no limit to the number of claims you can make. The legal costs incurred defending you are paid in addition to any compensation or damages you're liable for.

### **Public and products liability insurance**

The available limits are £1m, £2m, and £5m.

The level of cover you select is the maximum the policy will pay out for any one claim. This means you could make more than one claim, up to the maximum you're covered for.

### **Employers' liability insurance**

The limit of cover is £10m. The minimum legally required amount is £5m. The level of cover selected applies to any one claim. Legal defence costs are included in this level of cover.

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## **How much excess do you have to pay?**

### **Professional indemnity insurance**

If you make a claim, you have to pay £250 towards its costs. This excess applies to all claims.

### **Public and products liability insurance**

You will pay the first £250.

### **Employers' liability insurance**

No excess applies.

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## **Notifying a claim**

### **Professional indemnity insurance**



## Summary of cover

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Please inform us as soon as you are aware of a claim or potential claim.

In the first instance, we will require the following information:

- A brief summary of the incident.
- Your first awareness of a shortcoming in your work for a client which is likely to lead to a claim against you; this includes any criticism of your work even if you think it's unjustified.
- Any claim or threatened claim against you.

### **Public and products liability insurance**

Please inform us as soon as you are aware of a claim or potential claim.

In the first instance, we will require the following information:

- A brief summary of the incident.
- The date it occurred.
- The names of all the parties involved.
- The monetary values being claimed.

### **Employers' liability insurance**

Please inform us as soon as you are aware of a claim or potential claim.

In the first instance, we will require the following information:

- A brief summary of the incident.
- The date it occurred.
- The names of all the parties involved.
- The monetary values being claimed e.g. loss of earnings

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## **Geographical cover and jurisdiction**

### **Professional indemnity insurance**

You're covered to work anywhere in the world excluding USA and Canada. Claims made against you under US and Canadian law are not covered unless stated in your policy schedule.

### **Public and products liability insurance**

You're covered to work anywhere in the world excluding USA and Canada. Claims made against you under US and Canadian law are not covered unless stated in your policy schedule.

### **Employers' liability insurance**

You're covered to work anywhere in the world. Claims made against you must be subject to UK law.

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## **Exclusions you should be made aware of**

### **Professional indemnity insurance**



## Summary of cover

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This policy will not pay any claims if you take on onerous contractual terms which go beyond the duty of care you owe at common law.

This policy will not pay any claims arising from any bodily injury, sickness, disease, emotional distress (except emotional distress arising from any libel or slander), mental anguish, mental stress or death of any person.

This policy will not pay for any claims arising from any deliberate or reckless act.

This policy will not pay for any claims that are in any way connected to asbestos.

This policy will not pay any claims arising from claims or circumstances that you are already aware of, or ought reasonably to be aware of, prior to the start date or retroactive date of this policy.

Please review the policy wording for a full list of the policy exclusions.

### Public and products liability insurance

This policy will not pay any claims arising out of the ownership, possession, work on and/or visits or use by or on your behalf of any aircraft, spacecraft, hovercraft, offshore installation, rig, platform or watercraft.

This policy will not pay for any costs incurred in the repair, reconditioning or replacement of any product or any part of such product which is or is alleged to be defective.

This policy will not pay any regulatory or disciplinary investigations or proceedings or any fines or penalties.

This policy will not pay any claims arising out of any exhibition or show which exceeds five days in duration or where the number of attendees at any one time exceeds two hundred and fifty.

Please review the policy wording for a full list of the policy exclusions.

### Employers' liability insurance

Any employee offshore.

Any radioactive contamination.

Please review the policy wording for a full list of the policy exclusions.

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## Cancelling your policy

If you want to cancel your policy, you'll need to give us 30 days' notice. You are entitled to a pro rata refund but you should be aware that if you've claimed on your policy, then AXA XL reserve the right to retain the whole premium you've paid.



This is a list of other insurance we offer. If there's something here you need, please get in touch.

**Office contents**

Cover for loss of, or damage to, static business equipment. Both home and commercial offices can be covered, but please note this insurance doesn't cover personal items or non-commercial buildings.

**Office computers**

Cover for loss of, or damage to, static business equipment. Both home and commercial offices can be covered, but please note this insurance doesn't cover personal items or non-commercial buildings.

**Portables**

To cover lost, damaged, and stolen technical business equipment you take out and about, such as: laptops, tablets, projectors, and digital cameras. Please note this insurance doesn't cover personal items for non-business use.

**Business interruption**

If your office or workspace is damaged (by fire or flood, say) or is otherwise unavailable, business interruption insurance pays for you to temporarily set up elsewhere. It covers the cost of moving, hiring additional equipment, and any extra rent you might have to pay.

Loss of revenue covers the difference between your actual and expected income when you're out of action (assuming the first figure is lower than the second, of course).

**Directors' and officers'**

Directors' & officers' insurance protects the owners, directors and managers of your business against the risks associated with the decisions and actions they take while running it.

**Employment practices liability**

Employment practices liability insurance protects the owners, directors and managers of your business against employment-related disputes including harassment, discrimination, constructive dismissal etc.

**Personal accident**

If you or an employee are physically injured and can no longer work, personal accident insurance pays your business a lump sum to help keep it going. It covers the costs of drafting in extra pairs of hands, as well as the costs of retraining people if needs be.

**Cyber and data**

Cyber and data insurance supports your business in the event of a data breach (electronic or otherwise).

## Statement of fact

By accepting this insurance you confirm the facts stated below are true. Your insurer has relied on these facts and the information you, or anyone on your behalf, provided in deciding to accept this insurance and in setting its terms and cost. These facts and information form the basis of the contract between you and your insurer.

You must read this document to make sure all facts stated below are accurate and complete. If any of the facts stated below, or any of the information provided to us isn't right or needs to change, you must tell us as soon as possible.

We'll tell you if your insurer makes a change that affects your policy. If you don't tell us about a change it could affect any claim you make or result in your insurance being invalid.

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### **In respect of your AXA XL professional indemnity insurance**

- You do not accept sole responsibility, eg, without final client sign off, for delivering projects costing more than £1,000,000 in total.
- You are not responsible for any insolvency, valuation, due diligence, investment or tax work.
- You do not provide services or consultation in relation to: loss adjustment or assessment, pollution, construction, offshore work and oil and gas.
- You do not undertake any legal work other than health and safety or human resources consultancy.
- You do not manufacture, supply or sell any products.

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### **In respect of your AXA XL public and products liability insurance**

- You do not work with heat, or at heights above three metres or with heavy machinery or engage in manual labour.
- You do not sell, supply, make, install, repair or service any products.

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### **In respect of your AXA XL employers' liability insurance**

- None of your employees, past or present, use industrial machinery or undertake manual work.

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### **In respect of your AXA XL insurance**

- Neither you or any of your directors or partners have:
  - Been declared bankrupt or insolvent either in a personal capacity or in connection with a business liability in the last 5 years.
  - Been convicted of, or charged with, a criminal offence other than a conviction spent under the Rehabilitation of Offenders Act 1974.
  - Had an insurance policy cancelled by the insurer, declined, or refused renewal.
  - Ever suffered any claim or loss that would fall within the scope of this insurance.
- You are not aware of any shortcoming, complaint, client withholding payment, or incident that might result in a loss or a claim being made against you.
- You do not work under any contracts not written in UK or EU law.
- No more than 20% of your work is outside the UK/EU.
- You are based and residing in England, Scotland, Wales or Northern Ireland.

## Statement of fact continued...



### **WARRANTY STATEMENT**

Material facts are essential pieces of information that influence the insurer's assessment of your application. You confirm that all material facts have been disclosed, and any which arise or change after the date shown above but prior to the start date of the policy will be disclosed before the policy starts. Failure to do this may void your insurance so if you're in any doubt as to whether something is a material fact, please call us immediately.

### **DATA PROTECTION**

You consent to us and/or the insurer using the information we hold about you to provide insurance and handle claims; to process sensitive personal data about you and to provide information to third parties where necessary. If we do this, it will always be in compliance with the relevant legislation.



# Your duty of Disclosure

**This duty of disclosure attaches to the following Policy:**

**Policy number:** 14681347  
**Insured:** Assessment Hive Ltd  
**Address:** Gor-Ray House Libra Business Centre, 758-760 Great Cambridge Road, Enfield, EN1 3GN  
**Business activities:** SBEM Calculations, Local Authority and Property Searches, Inventory Clerical Services, Legionella Assessing, Floor/Lease Plans, EPCs, Water Efficiency Calculations, SAP Calculations, property photography, Part O calculations, MEES Reports, Energy Sta  
**Anniversary date:** 15/04/2026  
**Premium:** £631.47  
**Plus Insurance Premium Tax:** £75.78  
**Total due:** £707.25

**You** continuous cover policy means **your** policy will remain in force at the existing premium and subject to the existing terms and conditions until either **we** or **you** give notice of cancellation in accordance with the cancellation and premium payment clause stated in the continuous cover endorsement. As **your** policy doesn't need to be renewed annually the last schedule **you** received remains valid, however, **you** can request an updated schedule from PolicyBee Ltd.

This policy has been based on the **statement of fact** and prior to each anniversary date **we** will issue this duty of disclosure as a reminder to **you** of the information **you** have supplied to **us** and that **we** hold on **our** file. As there is no annual proposal form requirement, it's very important that **you** tell **us** via PolicyBee Ltd as soon as reasonably practicable of any changes of information, in accordance with the general conditions change of information clause. Failure to do so could mean **we** may be entitled to treat this insurance as if it never existed.

In particular information that materially affects this policy includes the following:

- any new acquisitions.
- a change in ownership including any merger.
- a change in management including changes in partners, members or directors.

## Professional indemnity

**You** have declared to **us** in **your statement of fact** that **you** undertake the business activities stated above. If **your** business activities have changed, **you** must declare them to **us** so that **we** can re-assess your policy terms and conditions.

**You** must tell **us** if **you** expect to exceed the maximum amounts shown below before the anniversary date of **your** Policy.

	<b>The figure we have on our file</b>	<b>Maximum figure you can reach before you need to tell us</b>
<b>Professional indemnity</b>	<b>Turnover</b>	<b>£150,000</b>

## Public and products liability

**You** must tell **us** if **you** expect to exceed the maximum amounts shown below in the twelve months following the upcoming anniversary date of **your** Policy:

	<b>The figure we have on our file</b>	<b>Maximum figure you can reach before you need to tell us</b>
<b>Public and products Liability</b>	<b>Turnover</b>	<b>£150,000</b>

## Employers' liability



**You** must tell **us** if **you** expect to exceed the maximum amounts shown below in the twelve months following the upcoming anniversary date of **your** Policy:

	<b>The figure we have on our file</b>	<b>Maximum figure you can reach before you need to tell us</b>
<b>Employers' liability</b>	<b>Payroll</b>	



# Policy (General Terms, Definitions, Exclusions and Conditions)

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## Important Information

### 1 Introduction

This policy is a contract between **you** and **us**. It consists of the policy Definitions, Exclusions and Conditions, the **schedule**, the coverage Sections stated as operative in the **schedule** and endorsements, if any, all of which are a single document and are to be read as one contract. In deciding to accept this policy and in setting the terms and premium **we** have relied on the information which **you** have provided to **us**.

**We** will, in consideration of the payment of the premium, insure **you**, subject to the terms and conditions of this policy, against the events set out in the operative Sections and occurring in connection with the **business** during the **period of insurance** or any subsequent period for which **we** agree to accept payment of premium.

Please read this policy carefully and make sure that it meets **your** needs. If any corrections are necessary, **you** should contact **your** broker through whom this policy was arranged.

Please keep this policy in a safe place – **you** may need to refer to it if **you** have to make a claim.

### 2 Cancellation Provisions

#### (a) Your Right to Cancel during the Cooling-Off Period

**You** can cancel this policy by notifying **us** in writing, by email or by telephone within fourteen (14) days of either:

- (i) the date **you** receive this policy; or
- (ii) the start of **your period of insurance**;

whichever is the later.

A full refund of any premium paid will be made unless **you** have made a claim in which case the full annual premium is due.

#### (b) Your Right to Cancel after the Cooling-Off Period

**You** can cancel this policy after the cooling-off period by notifying **us** in writing, by email or by telephone. Any return of premium due to **you** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **you** have made a claim in which case the full annual premium is due.

#### (c) Our Right to Cancel

**We** can cancel this policy, if there is a valid reason to do so, including for example:

- (i) any failure by **you** to pay the premium; or
- (ii) a change in risk which means **we** can no longer provide **you** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **we** request, such as details of a claim;

by giving **you** fourteen (14) days' notice in writing. Any return of premium due to **you** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **you** have made a claim in which case the full annual premium is due.



### 3 Information You Have Given Us

In deciding to accept this policy and in setting the terms including premium **we** have relied on the information which **you** have provided to **us**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any claim and return the premium **you** have paid, if **we** would not have provided **you** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- (iii) reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

**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** 30 days' notice that **we** are terminating this policy; or
- (2) give **you** 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** 30 days' notice that **you** are terminating this policy;

in accordance with the Cancellation Provisions.

### 4 Change in Circumstances

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

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 Provisions, amend the terms of **your** policy or require **you** to pay more for **your** insurance. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

### 5 Sanctions

**We** shall not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.



## 6 Governing Law

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary this policy will be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales. The language of this policy and all communications relating to it will be in English.

## 7 Interpretation

In this policy:

- (a) reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this policy;
- (b) if any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect;
- (c) the headings are for general reference only and shall not be considered when determining the meaning of this policy.

## 8 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.

## 9 Rights of third parties

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

## 10 Complaints Procedure

AXA XL Insurance Company UK Limited is dedicated to providing a high quality service and **we** want to ensure that **we** maintain this at all times. If **you** have any questions or concerns about the policy, or the handling of a claim **you** should, in the first instance, contact PolicyBee Ltd.



If **you** are unable to resolve the situation and wish to make a complaint **you** can do so at any time by referring the matter to the:

Complaints Department  
XL Catlin Services SE, UK Branch  
20 Gracechurch Street  
London  
EC3V 0BG  
United Kingdom

Telephone Number: +44 (0)20 7743 8487

Email: [axaxlukcomplaints@axaxl.com](mailto:axaxlukcomplaints@axaxl.com)

XL Catlin Services SE acts on **our** behalf in the administration of complaints.

If **you** remain dissatisfied after the Complaints Department has considered **your** complaint, or **you** have not received a final decision within eight (8) weeks, **you** can refer **your** complaint to the Financial Ombudsman Service at:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
United Kingdom

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Telephone Number: **From within the United Kingdom**  
0800 0234 567 calls to this number are free on mobiles  
and landlines  
0300 1239 123 calls to this number costs no more than  
calls to 01 and 02 numbers

**From outside the United Kingdom**  
+44 (0)20 7964 0500

Fax Number: +44 (0)20 7964 1001

Text Number: 07860 027 586 Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## 11 Insurance Guarantee Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we are unable to meet our obligations under this contract of insurance. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY, United Kingdom) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

## 12 Regulatory Information

### AXA XL Insurance Company UK Limited

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

Registered Office 20 Gracechurch Street, London, EC3V 0BG, United Kingdom.

Registered in England Number 5328622.



You can check this out on the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

## **13 Fair Processing Notice**

### **(a) PolicyBee**

For information about how PolicyBee processes **your** personal information, please see their full privacy notice at: <https://www.policybee.co.uk/privacy-notice>

### **(b) AXA XL Insurance Company UK Limited**

For information about how AXA XL Insurance Company UK Limited processes **your** personal information, please see **our** full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

If **you** have questions or concerns regarding the way in which **your** personal information has been used, please contact: [dataprivacy@axaxl.com](mailto:dataprivacy@axaxl.com).



## General Definitions, Exclusions and Conditions

The General Definitions, Exclusions and Conditions apply to all Sections in this policy unless stated otherwise.

### 14 General Definitions

Words shown in bold type have the same meaning wherever they appear in this policy unless stated otherwise in any particular Section.

#### 14.1 Act of terrorism means:

- (a) an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- (b) Notwithstanding any provision to the contrary within this policy or any endorsement thereto it is agreed that this insurance excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
- (c) This insurance also excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

#### 14.2 Aggregate

Means, in the context of any applicable limit of indemnity, that the limit of indemnity is the maximum that **we** shall pay for all such claims made and notified to us during the period of insurance.

#### 14.3 Business

Means those activities **you** declared to **us** and which are stated in the **schedule**.

#### 14.4 Excess

Means the first part of each and every claim or loss payable by **you** before **we** make any payment under this policy.

The excess in respect of each claim or loss will be the amount stated under the relevant Section in the **schedule**.

The limit(s) stated under each Section in the **schedule** are in excess of and are not reduced by the amount of any excess.

The excess does not apply to defence costs.

#### 14.5 Insurance advisor

Means the insurance broker or intermediary who arranged this contract of insurance on **your** behalf.



#### 4.6 Offshore

Means from the time of embarkation on to a vessel or aircraft for conveyance to any offshore installation, until disembarkation from a conveyance on to land upon return from any offshore installation.

#### 14.7 Period of insurance

Means the period stated in the **schedule**.

#### 14.8 Person employed

Means any:

- (a) person under a contract of service or apprenticeship with **you**;
- (b) labour master and persons supplied by him;
- (c) person employed by labour only sub-contractors;
- (d) self-employed person working for **you** and under **your** control or supervision;
- (e) person hired to or borrowed by **you**; or
- (f) person undertaking study or work experience, voluntary work or a youth training scheme with **you**; working for **you** and under **your** control in connection with the **business**.

#### 14.9 Pollution

Means any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including, but not limited to, material to be recycled, reconditioned or reclaimed) or contamination of any kind.

#### 14.10 Premises

Means the premises specified as such in the **schedule** including any outbuildings, hoardings and annexes **you** occupy on the same premises.

#### 14.11 Schedule

Means the document entitled **schedule** that relates to and forms part of this policy.

#### 14.12 Statement of fact

Means all and any information supplied to **us** by or on **your** behalf.

#### 14.13 Territorial limits

Means the Territorial Limits stated in the **schedule**.

#### 14.14 We / us / our

Means AXA XL Insurance Company UK Limited.

#### 14.15 You / your

(except for the purpose of construing the meaning and effect of the cover provided by the Directors and Officers Liability Section and the Corporate Liability Section/extension of this Policy, in which case it will have the meaning given in those sections) Means:

- (a) the person, persons or corporate body or other entity named in the **schedule** to this policy; or
- (b) **your** subsidiary companies which have been notified to and accepted by **us** in writing.

## What's not covered

### 15 General Exclusions

Except where specifically included, **we** will not have any liability under this policy for, or directly or indirectly arising out of, or in any way connected with any of the following:

#### 15.1 Asbestos

Manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss in respect of that part of any property insured by this policy which consists of asbestos.

#### 15.2 Communicable Disease

(a) Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease. For the purposes of this exclusion, loss, damage, liability, claim, cost, expense or other sum, includes, for example, any cost to clean-up, detoxify, remove, monitor or test:

- i. for a Communicable Disease, or
- ii. any property insured hereunder that is affected by such Communicable Disease.

(b) As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- i. the substance or agent includes, for example, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- ii. the method of transmission, whether direct or indirect, includes, for example, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.

(c) This exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

#### 15.3 Changes in or failure to provide information

Any claim against **you** or any person insured by this policy arising from:

- (a) information contained in the **statement of fact** that has been misrepresented or which was required by **us** prior to the beginning of the **period of insurance** but which was not disclosed; or
- (b) a material change in circumstances from the information contained in the **statement of fact** or in relation to the information required by **us** prior to the beginning of the **period of insurance** but which was not disclosed unless such change has been agreed in writing by **us**.

#### 15.4 Cyber

- (a) loss, damage, liability or expense, subject to paragraphs (b), (c) and (d) below, directly or indirectly caused by, contributed to by or arising from:



- i. the failure, error or malfunction of any computer, computer system, computer software programme, code, or process or any other electronic system, or
- ii. The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

(b) Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against belligerent power, or terrorism or any person acting from a political motive, paragraph (a) shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any tangible weapon or missile.

(c) It is understood and agreed that paragraph (a) shall not apply to an otherwise covered physical loss of or physical damage to the property insured caused by a Targeted Cyber Attack. The burden of proving cover under this write-back shall be on **you**.

(d) For the purpose of paragraph (c), Targeted Cyber Attack means the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system where the motive is to inflict harm solely on (or upon) **you or your** property.

#### 15.5 Known claims or circumstances

Claims or circumstances known to **you** or any person insured under this policy or which **you** or such person insured ought to have known prior to the beginning of the **period of insurance** or which has been notified under any other policy in existence prior to the inception of this policy.

#### 15.6 Other insurance

Any claim or loss in respect of which **you** are entitled to be insured under the terms of any other policy of insurance except for any amount in excess of that which would be payable under that other policy of insurance if this policy had not been taken out.

#### 15.7 Punitive damages

Award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever.

#### 15.8 Radioactive contamination

- (a) Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
- (b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
- (c) Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- (d) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. This exclusion (iv) shall not apply to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar purposes; or
- (e) Any chemical, biological, bio-chemical or electromagnetic weapon.



## 15.9 Territorial Limits

Any loss or claim that occurs outside the **territorial limits** specified on the **schedule**.

## 15.10 Terrorism

An **Act of Terrorism**.

## 15.11 War

War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, strikes, riots or civil commotion.

# What we both agree to

## 16 General Conditions

Except where expressly overridden, the following conditions apply to the whole of this policy. Any changes, additions or deletions to these conditions are shown in the relevant Section to which they apply.

### 16.1 Defence and settlement of claims

**We** have the right, but not the obligation, to take control of any claim against **you** and to conduct the investigation, settlement or defence in **your** name, even if any of the allegations of the claim are groundless, false or fraudulent.

After taking into account the commercial considerations of the costs of defence **we** may choose to settle a claim instead of defending it if **we** do not think there is a reasonable prospect of success.

If **you** refuse to agree to any settlement or compromise recommended by **us** which is acceptable to the claimant and **you** elect to contest the claim, the most **we** will pay will not exceed the amount for which the claim could have been settled, less the **excess**, plus the defence costs incurred up to the time of such refusal, or the applicable limit of indemnity, whichever is less, and **we** will have the right to withdraw from the further defence of the claim by tendering control of the defence to **you**.

### 16.2 Duty to co-operate

Following notification under the Notification of a claim condition in the relevant Section, **you** must provide **us**, at **your** expense, with any information which **we** may reasonably require and **you** must cooperate fully in the investigation defence or settlement of any claim or loss under this policy.

### 16.3 No admission of liability

**You** (or any **person employed** or any person, firm or company acting for **you** or on **your** behalf) shall not, without **our** prior approval, admit liability for, compromise, settle or make any offer or payment in respect of any claim or any circumstance likely to give rise to a claim where cover has been or will be requested under this policy.



#### **16.4 Precautions and care**

The following conditions are very important. **We** explain below what happens to the cover under this policy if these conditions are not complied with.

- (a) Take all reasonable precautions to prevent or minimise accidents or injury;
- (b) Take all reasonable precautions for the safety of or to prevent or minimise loss in respect of property insured;
- (c) Exercise due care in the selection and supervision of **persons employed**;
- (d) Use **your** best endeavours to observe and comply with statutory or local authority obligations, regulations, laws or bye-laws.

**We** will not make any payments which results from **your** failure to comply with requirements a) – d) above.

#### **16.5 Premium payment**

Unless **we** have agreed that the premium can be paid via Direct Debit instalments, the premium must be paid in full to **us** within 30 days of the beginning of the **period of insurance**. If **we** have not received the premium by the due date then **we** will have the right to cancel this policy by giving 15 days written notice. In the event of cancellation, the premium due to **us** will be on a proportional basis for the **period of insurance** **we** have been on risk.

#### **16.6 Recoveries**

Any amount recovered in excess of **our** total payment of a claim (inclusive of defence costs) shall be reimbursed to **you** less the cost to **us** of such recovery.

#### **16.7 Subrogation**

**You** must give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this policy, in **your** name but at **our** expense.

#### **16.8 Arbitration**

All disputes and differences arising under or in connection with this policy shall be referred to arbitration under ARIAS Arbitration Rules.

The Arbitration Tribunal shall consist of three arbitrators, one to be appointed by **you**, one to be appointed by **us** and the third to be appointed by the two appointed arbitrators.

The third member of the Tribunal shall be appointed as soon as practicable (and not later than twenty-eight days) after the appointment of the two arbitrators appointed by **you** and **us**. The Tribunal shall be constituted upon the appointment of the third arbitrator.

The Arbitrators shall be persons (including a person who has retired) with not less than ten years' experience of insurance or reinsurance within the industry or as lawyers or other professional advisers serving the industry.

Where **you** or **we** fail to appoint an arbitrator within fourteen days of being called upon to do so or where the two arbitrators appointed by **you** and **us** fail to appoint a third within twenty-eight days of their appointment,



then upon application ARIAS (UK) will appoint the arbitrator to fill the vacancy. At any time prior to the appointment by ARIAS (UK) the party or arbitrators in default may make such appointment.

The Tribunal may in its sole discretion make such orders and directions as it considers to be necessary for the final determination of the matters in dispute. The Tribunal shall have the widest discretion permitted under the law governing the arbitral procedure when making such orders or directions.

The seat of arbitration shall be London, England.

This shall be governed by and construed in accordance with the law of England and Wales.



# Policy (Professional Indemnity)

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## Professional Indemnity

This is a “claims made” insurance which means that it covers only claims or losses made and notified to **us** during the **period of insurance**.

This Section is subject to the General Terms, Definitions, Exclusions and Conditions except where expressly overridden.

### 1 Definitions (applicable to this Section only)

#### 1.1 Data protection regulations

Means any privacy laws, statutes and regulations associated with the control and use of personal data, including but not limited to the General Data Protection Regulation (GDPR), the Regulation of Investigatory Powers Act 2000 and the Privacy and Electronic Communications (EC Directives) Regulations 2003.

#### 1.2 Defence costs

Means costs and expenses incurred by **you** or on **your** behalf with **our** prior agreement to investigate, settle or defend a claim or potential claim against **you**.

This does not include **your** own costs and expenses or any value attributable to the time spent by **you** in dealing with a claim or potential claim.

#### 1.3 Documents or data

Means all and any records in connection with the **business** kept by or on **your** behalf, whether kept in paper, magnetic or electronic form, for which **you** are legally responsible. **Documents or data** do not include stamps, currency, bank notes and instruments, traveller's cheques, cheques, postal orders, money orders, securities and the like.

#### 1.4 Retroactive date

Means the date (if any) specified in the **schedule**.



## What's covered

### 2 Operative Clauses

#### 2.1 Awards by ombudsmen

We will indemnify you in accordance with the recommendation of any ombudsman under any recognised ombudsman scheme in respect of:

- (a) any amount paid or payable;
- (b) any **defence costs** incurred in taking any steps which you are directed to take by the ombudsman in relation to a claimant,

to the same extent we are obliged to indemnify you in respect of any civil liability covered under the Civil liability Operative Clause 2.2 below.

#### 2.2 Civil liability

We will pay on your behalf any sums you have to pay as compensation (including interest and claimant's costs) if the performance by you or by any **person employed**, or by any other person, firm or company directly appointed by and acting for or on your behalf in connection with **your business**, results in a claim being first made against you during the **period of insurance** for any actual or alleged:

- (a) negligence or breach of any duty to use reasonable skill and care where you have assumed liability for such breach in a written contract;
- (b) negligence or breach of an express or implied contractual duty to use reasonable skill and care;
- (c) negligent misstatement or negligent misrepresentation;
- (d) libel or slander;
- (e) any dishonest or fraudulent act or omission on the part of any **person employed** or by any other person, firm or company directly appointed by and acting for or on your behalf;
- (f) unintentional breach of confidentiality or of any right to privacy or of **data protection regulations**;
- (g) infringement of intellectual property rights including copyright, design right, trademark or moral rights or any act of passing-off;
- (h) any other civil liability unless relating to:
  - (i) liability for breach of contract or dishonesty beyond that specifically set out above;
  - (ii) any exclusions under this Section or the General Exclusions of this policy.

We will also pay **defence costs** until the limit of indemnity applicable to this Section has been exhausted.



### **2.3 Court attendance costs**

In the event that **we** require **you** or any **person employed** to attend any court or other judicial tribunal in connection with any claim covered under this Section **we** shall pay **you** the following amounts of compensation:

£500 per day for any partner, member, director or senior manager of **your business**;

£250 per day for any other **person employed**.

### **2.4 Criminal prosecution**

Where a prosecution is first brought against **you** and is notified to **us** during the **period of insurance** in respect of an offence alleged to have been committed on or after the **retroactive date** specified in the **schedule** **we** will pay **your defence costs** incurred with **our** prior written consent in the defence of any criminal proceedings against **you** or any **person employed** which arise from the alleged breach of any statutory regulation in any legal jurisdiction stated in the **schedule** applicable to this Section where such alleged breach arises out of the conduct of the **business**, provided always that:

- (a) the proceedings are likely to give rise to a claim against **you** that would be covered under, and which has been notified to **us** in accordance with the notification of a claim (Condition 5.2) in this Section;
- (b) the defence of such proceedings would assist in the defence of any claim against **you** arising from such proceedings that would be covered under this Section;
- (c) the limit of indemnity shall be as stated in the **schedule** but will be limited in the **aggregate**.

### **2.5 Loss of documents**

**We** will compensate **you** for the reasonable and necessary costs of repair, replacement or reconstitution of any **documents or data** which have been unintentionally destroyed, damaged, lost or mislaid during the **period of insurance** and which after diligent search cannot be found. The limit of indemnity shall be as stated in the **schedule** but will be limited in the **aggregate**.

### **2.6 Losses from dishonesty**

If, during the **period of insurance** and in the performance of **your business** within the geographical limits stated in the **schedule**, **you** suffer a loss from the dishonesty of a **person employed**, a subcontractor or outsourcer, 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 compensate **you** for **your** direct financial loss. The limit of indemnity shall be as stated in the **schedule** but will be limited in the **aggregate**.

### 3 Extensions

#### 3.1 Discovery run off

If this Section of the policy is not renewed or is cancelled by **you**, **you** shall have the right to purchase a discovery run off period of 12 months immediately following the **period of insurance** so that for the purposes of the Operative Clauses, any claim made in the discovery run off period shall be deemed to have been first made during the **period of insurance**.

This discovery run off period is only available if:

- (a) this Section of the policy is not replaced or succeeded by any other policy cover broadly equivalent to this Section in scope; or
- (b) **you** have not merged or consolidated into another entity nor has any person or entity acquired 50% or more of **your** issued share capital or taken effective control of **you** (other than by way of a management buy-out); or
- (c) there has not been an insolvency practitioner (or equivalent) appointed as **your** liquidator, administrator or receiver (or equivalent);

The discovery run off period shall additionally be subject to the following conditions and exclusions:

- (i) cover shall apply only in relation to a claim arising from an act, error or omission occurring prior to the expiry of the **period of insurance**; and
- (ii) there is no cover for any claim arising from any act, error or omission occurring after the expiry of the **period of insurance**; and
- (iii) the limit of indemnity for any claim made during the discovery period shall be as stated in the **schedule** but will be limited in the **aggregate** and be inclusive of **defence costs**; and
- (iv) there will be no cover unless:
  - a) If purchased following non-renewal, an additional premium of 10% of the annual premium shown in the **schedule**, or £50, whichever the greater, is paid to **us** within 30 days of the expiry of the **period of insurance**; or
  - b) If purchased following cancellation by **you**, an additional premium of 50% of the annual premium shown in the **schedule**, or £100, whichever the greater, as well as any arrears due, is paid to **us** within 30 days of the expiry of the **period of insurance**; and
- (v) the premium for the discovery run off period is non-refundable; and
- (vi) cover shall automatically lapse upon the appointment of an insolvency practitioner (or equivalent) as a liquidator, administrator or receiver.

#### 3.2 Indemnity to customers

**We** will pay, on behalf of any of **your** customers, any sums which they become liable to pay as a result of a claim made against the customer by any person or entity other than **you** which results directly from a negligent act, negligent error, negligent omission or negligent breach of duty by or on **your** behalf in the conduct of the **business**.



### **3.3 Legal representation costs**

**We** will pay **your** reasonable costs and expenses incurred by **you** or any **person employed** for representation at properly constituted hearings, tribunals or proceedings provided that:

- (a) they arise directly out of a claim which is, or in **our** opinion is likely to be, covered under the Operative Clauses in this Section; and
- (b) the costs and expenses are not covered under **defence costs**; and
- (c) **we** have given **our** prior written consent to such costs and expenses.

### **3.4 Payment of outstanding fees**

**We** will reimburse **you** in respect of fees and expenses invoiced to customers for professional services rendered in the course of the **business** but which **your** customers have refused to pay on the grounds of actual, imminent or alleged loss of the customer resulting from the negligent provision of such services.

Reimbursement will be made provided **you** have shown that **you** have taken reasonable steps to recover the relevant fees and expenses and that the taking of further steps would trigger the customer into making a claim against **you** of a kind that would be covered under this Section and that refraining from pursuing payment would reduce the likelihood of such a claim being made.

If a claim is still brought, **we** will deal with it but **our** total liability, including what **we** have already paid **you** or on **your** behalf, will not exceed the applicable limit of indemnity shown 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 this payment **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 part of a claim not covered by this Section.

### **3.5 Subcontractors**

**We** will pay any claim covered under the Operative Clauses which is brought against **you** as a result of any subcontractor undertaking **business** activities on **your** behalf.



## What's not covered

### 4 Exclusions

We will not have any liability under this Section of the policy for, or directly or indirectly arising out of, or in any way connected with, any of the following:

#### 4.1 Computer systems back-ups

**your** failure to take reasonable steps to make back-up copies of any data, file or program at reasonably frequent intervals.

#### 4.2 Contractual liability

- (a) a breach of any written contractual duty or duty of care owed by **you** to any third party which imposes a greater obligation upon **you** than would otherwise be implied by common law or statute.
- (b) any contract where before entering into or extending a contract, **you** failed to take reasonable steps to ensure that **you** could fulfil all of **your** obligations in accordance with the terms of the contract or any representations made by or on **your** behalf.

#### 4.3 Death and bodily injury

any bodily injury, sickness, disease, emotional distress (except emotional distress arising from any libel or slander), mental anguish, mental stress or death of any person unless it is alleged to arise from a breach of duty by **you**, or by any **person employed** or by any other person, firm or company directly appointed by and acting for or on **your** behalf, in the conduct of **your business**.

#### 4.4 Deliberate acts

- (a) any deliberate or reckless breach, act, omission or infringement committed by **you** or by any **person employed**, or by anyone else and which **you** condoned or ignored; or
- (b) any statement **you** knew, or ought reasonably to have known, was not true or accurate at the time of publication.

#### 4.5 Director and officer

any liability **you** may have in the capacity of a director, officer and/or trustee.

#### 4.6 Employer's Liability

any breach of any obligation owed by **you** as an employer to any **person employed** or former **person employed** or applicant for employment.



**4.7 Fines and penalties**

any regulatory or disciplinary investigations or proceedings or any fines, penalties or penal, punitive, exemplary, liquidated, restitutionary, non-compensatory or aggravated damages, or the additional award of damages consequent upon or by reason of any multiplication of compensatory damages, except with regard to libel or slander.

**4.8 Goods manufactured and supplied**

**your** supply, manufacture, sale, installation or maintenance of any product.

**4.9 Insolvency**

**your** insolvency or bankruptcy.

**4.10 Internet service**

any failure or loss of service provided by an internet service provider, telecommunications provider or other utility provider unless these services are provided by **you** as part of the **business**.

**4.11 Joint venture**

**your** participation in a joint venture unless the claim emanates from a wholly independent third party.

**4.12 Jurisdiction and geographical limits**

any:

- (a) legal proceedings brought in a court of law outside the covered jurisdictions stated in the **schedule** or brought in a court of law within the stated jurisdiction in respect of which it is alleged that the applicable law is that of a country, or to enforce a judgement or order made in any court of law outside covered jurisdictions; or
- (b) **business** undertaken outside the geographical limits shown in the **schedule**.

**4.13 Land and vehicles**

the ownership, possession or use of any aircraft, watercraft, hovercraft, motor vehicle, trailer, or other means of transport, or any buildings, structures, premises or land or any property (mobile or immobile) or that part of any building leased, occupied or rented by **you**.

**4.14 Market fluctuation**

any depreciation or loss of investment when such depreciation or loss arises from fluctuations in any financial stock or commodity or other markets and any express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments or in connection with any investment advice given or services performed which have not been authorised where such authorisation is required under any statutory regulation by an appropriate statutory authority.

**4.15 Patent**

the actual or alleged infringement of any patent.



#### 4.16 Pension funds and investments

your:

- (a) operation or administration of any pension or employee benefit scheme or trust fund; or
- (b) sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them; or
- (c) breach of any legislation or regulation related to these activities.

#### 4.17 Pollution

any pollution.

#### 4.18 Property damage

the loss, damage or destruction of any tangible property, including loss of use.

This exclusion will not apply:

- (a) to Operative Clause 2.2 – Civil liability;
- (b) to Operative Clause 2.5 – Loss of documents;
- (c) if the loss, damage or destruction is alleged to arise from a breach of duty by **you**, or by any **person employed** or by any other person, firm or company directly appointed by and acting for or on **your** behalf, in the conduct of **your business**.

#### 4.19 Recall costs

costs and expenses involved in the refund for, or replacement of, any service unless and to the extent that **you** satisfy **us** that **you** are legally able to recover the costs and expenses (or any part of them) under a written contract with a third party.

#### 4.20 Related companies

any claims brought by or on **your** behalf or by any parent or subsidiary company of **yours** or any person having a financial, executive or controlling interest in **you**, unless that interest is less than 5%, or by or on behalf of any entity controlled or managed by **you** or where **you** have greater than a 5% financial interest or where **you** have accepted a financial interest, irrespective of the amount, in any entity in exchange for fees incurred.

#### 4.21 Restricted recovery rights

that part of any claim where **your** right of recovery against a third party is restricted by the terms of any written contract entered into by **you**.

#### 4.22 Retroactive date

any claim arising from an act or omission occurring prior to the **retroactive date** specified in the **schedule**.



#### 4.23 Taxation, competition, restraint of trade and anti-trust

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

#### 4.24 Trading losses

any trading losses or liabilities incurred by you or by any business in which you have any interest or which is managed by you.

#### 4.25 Warranties and guarantees

any performance warranty, guarantee, penalty clause, liquidated damages clause or similar provision unless your liability would have existed to the same extent in the absence of such warranty, guarantee or clause or similar provision.

## What we both agree to

## 5 Conditions

### 5.1 Limit of indemnity

- (a) The most we will pay for loss resulting from each claim is the limit of indemnity shown in the **schedule**. We will pay **defence costs** in addition to the loss, but the most we will pay for **defence costs** is an amount equal to the limit of indemnity.
- (b) All claims from the same act, error or omission or series of acts, errors or omissions, as a result of or arising directly or indirectly from the same source or originating cause, will be regarded as one claim.
- (c) If we cover more than one person, firm, company or organisation, our liability to all, as a result of any one claim, will not be more than the limit of indemnity.
- (d) We may at any time pay to you the limit of indemnity. If we do so we will then have no further liability for that claim or **defence costs** except those already incurred at the date of payment of the limit of indemnity.

If we exercise the above option and the amount to dispose of any claim or series of claims exceeds the limit of indemnity and such excess amount is insured either in whole or in part, with **defence costs** payable in addition to the limit of indemnity, then we will also contribute our proportion of subsequent **defence costs** incurred with our prior written consent (which shall not be unreasonably withheld) as the limit of indemnity bears to the amount paid to dispose of a claim.

- (e) If a loss is covered under more than one Section of this policy, the maximum amount payable under this policy will not exceed the largest single applicable limit of indemnity of such operative cover as shown in the **schedule**.



- (f) A loss resulting from a single act or any number of acts in which the same **person employed** or third party is concerned or implicated, whether such act or acts occurred before or during the **period of insurance**, will be treated as a single loss.
- (g) **You** must pay the relevant **excess** shown in the **schedule**.

## **5.2 Notification of a claim**

Any claim or circumstance which is or are likely to give rise to a claim under this Section of the policy or the receipt by **you** of any claim form, particulars of any claim, arbitration notice or any other formal document commencing legal proceedings must be notified as soon as practicably possible after they come to **your** attention.

**You** may notify **us** of any claim either in writing, by email or by telephone:

PolicyBee  
14 Brightwell Barns  
Waldringfield Road  
Ipswich  
IP10 0BJ

Tel: 0345 561 0320

Email: [claims@policybee.co.uk](mailto:claims@policybee.co.uk)

Notification must be made during the **period of insurance** or within 30 days of the end of the **period of insurance**.

## **5.3 Notification of dishonesty and/or a fraud claim**

In addition to notifying **us** in accordance with Condition 5.2 Notification of a claim above, in respect of any claim arising out of any dishonest or fraudulent act or omission:

- (a) **you** must immediately take all reasonable steps to prevent further loss;
- (b) if **we** so request **you** will take all reasonable steps to effect recovery from the person committing or condoning or knowingly participating in such fraudulent or dishonest act or omission or from the personal representatives of such person;
- (c) any money recovered following action as described in (b) above will be deducted from any amount payable under this insurance.

## **5.4 Partially covered claims**

**We** will defend **you** against any claim or part of a claim brought against **you**, including those claims which are only partially covered by this Section.

Upon final settlement of the claim **we** will deduct any amounts relating to those parts of the claim which are not covered by this Section. When calculating the amounts to be repaid to **us** **we** will ask **you** to agree the fairest allocation of costs, however in the failure of agreement **our** Arbitration (General Condition 16.8) will apply.



# Policy (Public and Products Liability)

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## **Public and Products Liability**

This Section is subject to the General Terms, Definitions, Exclusions and Conditions except where expressly overridden.

### **1 Definitions (applicable to this Section only)**

#### **1.1 Advertisement**

Means a notice which is broadcast or published to the general public or specific market segments about **your** products or services for the purpose of attracting customers or supporters.

#### **1.2 Advertising claim**

Means a claim made against **you** in relation to any **advertisement** of **yours** and which:

- (a) is libellous, slanderous or disparages goods, products or services;
- (b) constitutes infringement of copyright, design right, trademark or slogan or passing off;
- (c) violates an individual's right of privacy.

In the event of a series of claims arising from the repeated broadcast or publication of a single **advertisement**:

- (a) all such claims shall be treated as being a single claim and has having been made on the date upon which the **advertisement** was first broadcast or published;
- (b) **we will not pay damages or defence costs** in respect of any **advertisement** first broadcast or published prior to the **period of insurance**;
- (c) no cover will be provided in respect of any claims arising from any **advertisement** broadcast or published after the expiry of the **period of insurance**.

#### **1.3 Business**

In addition to the General Definition, **business** includes:

- (a) the ownership, repair and maintenance of property used exclusively for the purposes of **your business**;
- (b) provision and management of canteen, social, sports, medical and welfare organisation's and firefighting and security services principally for the benefit of any **person employed** and for the protection and promotion of **your business** as stated in the schedule;
- (c) private work undertaken by any **person employed** for any of **your** directors or partners with **your** prior consent.

#### **1.4 Damage**

Means loss of possession of or physical damage to tangible property including resulting loss of use of such property.



### 1.5 Defence costs

Means costs, fees and expenses incurred by **you** or on **your** behalf with **our** prior agreement to investigate, settle or defend a claim or potential claim against **you**.

This does not include **your** own costs and expenses or any value attributable to the time spent by **you** in dealing with a claim or potential claim.

### 1.6 Injury

Means:

- (a) death, bodily injury, illness or disease;
- (b) mental injury or anguish or nervous shock sustained as a result of actual or threat of death, bodily injury, illness or disease;
- (c) trespass, nuisance, invasion of the right of privacy or interference with any right of way, air, light, water or other easement;
- (d) wrongful arrest, wrong detention, false imprisonment or malicious prosecution, wrongful entry into, or eviction of a person from, a room, dwelling or **premises** that they occupy.

### 1.7 Product

means any tangible property after it has left **your** custody or control which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied distributed, treated, serviced, altered or repaired by or on **your** behalf.

### 1.8 You / your

In addition to the General Definition, also includes any person who was, is or during the **period of insurance** becomes a partner, member, director or senior manager in **your** company.

## What's covered

## 2 Operative Clauses

### 2.1 Claims against you

We will pay on **your** behalf any sums **you** have to pay as compensation (including interest and claimant's costs) as a result of a claim brought against **you** in the covered jurisdictions stated in the schedule resulting from **your business** arising out of accidental:

- (a) **injury** to any person;
- (b) **damage** to property;
- (c) **advertising claim** offences.

occurring during the **period of insurance**.

We will also pay **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of



indemnity bears to the amount of damages (inclusive of interest, claimant's costs, fees and expenses) paid.

## **2.2 Court attendance costs**

In the event that **we** require **you** or any **person employed** to attend any court or other judicial tribunal in relation to a claim covered under this Section of the policy **we** shall pay **you** the following amounts of compensation:

£500 per day for any partner, member, director or senior manager of **your** operations;

£250 per day for any other **person employed**;

Up to the sub-limit stated in the schedule.

## **2.3 Criminal proceedings**

**We** will pay on **your** behalf, or at **your** request on behalf of any **person employed** or any of **your** directors, members or partners, the legal costs and expenses incurred with **our** prior written consent in the defence of any criminal proceedings first brought during the **period of insurance** for a breach of:

- (a) Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990; or
- (b) Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;

committed in the course of the **business** including legal costs and expenses incurred with **our** prior written consent in an appeal against conviction arising from such proceedings.

## **2.4 Data Protection Act**

If **you** are registered or are in the process of registration under Data Protection legislation (and the application has not been refused or withdrawn) **we** will pay on **your** behalf any sums **you** have to pay as compensation (including interest and claimant's costs) for damage or distress caused by a breach of any Data Protection legislation occurring during the **period of insurance** in the course of the **business** unless **your business** involves the obtaining, recording or provision of personal information for reward or to assess the financial status of any person.

## **2.5 Housing grants, construction and regeneration act 1996**

**We** will indemnify **you**, or at **your** request any party entitled to indemnity under this policy in respect of liability which **you** may incur for claimant's costs and expenses as a result of any decision by an adjudicator appointed to resolve a dispute in accordance with the Scheme of Construction Contracts as contained in the Housing Grants Construction and Regeneration Act 1996 or an adjudication clause or rules contained in a contract.

## **2.6 Manslaughter defence costs**

**We** will pay on **your** behalf legal costs and expenses incurred with **our** prior written consent:

- (a) in defending a charge of manslaughter (including a charge of corporate manslaughter or corporate homicide brought under the Corporate Manslaughter and Corporate Homicide Act 2007) where the death in connection with which such charge arises is likely to result in a claim under this Section of the policy;



in appealing against conviction on such charge and/or the imposition of a remedial or publicity order under the Corporate Manslaughter and Corporate Homicide Act 2007 in connection with such charge provided that in the opinion of a Queen's Counsel or similar legal authority (to be mutually agreed upon by **you** and **us**) such appeal could be made with the probability of success.

## **2.7 Overseas personal liability**

**We** will indemnify **you**, and if **you** so request, any of **your** directors, partners or any **person employed** or their spouse or children against legal liability as a result of **injury or damage** incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man subject to the geographical limits shown in the schedule other than:

- (a) where indemnity arises out of the ownership or occupation of land or buildings;
- (b) where indemnity is not provided by any other insurance.

## **2.8 Pollution**

Provided **you** have taken all reasonable precautions to prevent **pollution** giving rise to any **advertising claim, injury or damage** during the **period of insurance**, **we** will pay on **your** behalf any sums **you** have to pay as compensation (including interest and claimant's costs) as a result of a sudden, identifiable, unintended or unforeseen **pollution** event occurring in its entirety at a specific time and place.

## **3 Extensions**

### **3.1 Indemnity to others**

**We** will pay any sums payable as compensation (including interest and claimant's costs) as a result of a claim brought by a third party against any of the following:

- (a) any officer committee or member of **your** canteen, sports, social or welfare organisations, fire security, first aid medical or ambulance services in their respective capacities as such;
- (b) any director or senior official of **your** organisation in respect of private work undertaken by any **person employed** for such director or senior official;
- (c) in the event of the death of any person entitled to indemnity under this Section **we** will pay on behalf of the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;
- (d) any person or firm for legal liabilities to any third party arising out of the performance of a contract with **you** constituting the provision of labour only;
- (e) any director or senior official of **your** organisation or **person employed**;

on condition that the claim, if it had been brought against **you**, would have been covered by this Section of the policy and further provided that:

- (i) all such persons or parties shall observe, fulfil and be subject to the terms of this Section as though they were **you**; and
- (ii) **we** shall retain the sole conduct and control of claims.



### 3.2 Indemnity to customers

To the extent that any written contract or agreement entered into by **you** with any customer of **yours** so requires, **we** will, at **your** request:

- (a) indemnify **you** against liability **you** assume;
- (b) indemnify the customer in a like manner to **you** in respect of the liability of the customer; arising out of **your** performance of such contract or agreement on condition that the claim, if it had been brought against **you**, would have been covered by this Section of the policy and further provided that:
  - (i) any such customer shall observe, fulfil and be subject to the Conditions of this Section as though they were **you**; and
  - (ii) **we** shall retain the sole conduct and control of claims.

For the purposes of this extension the term customer includes any partner, co-venturer, subsidiary or affiliated or parent company to the customer but only to the extent that the contract between the customer and **you** require these additional parties to be indemnified in like manner to **you**.

### 3.3 Legal representation costs

**We** will pay the reasonable costs and expenses incurred by **you** or any **person employed** for representation at properly constituted hearings, tribunals or proceedings provided that:

- (a) they arise directly out of a claim which is or in **our** opinion likely to be covered under the Operative Clauses in this Section; and
- (b) they are not covered under **defence costs**; and
- (c) **we** have given **our** prior written consent to such costs and expenses.

### 3.4 Contingent motor liability

Exclusion 4.10 Motor vehicles will not apply in respect of **your** legal liability arising from the use, in connection with the **business**, of any motor vehicle not **your** property or provided to **you**.

However this extension will not apply in respect of liability arising while such vehicle is being:

- (a) driven by **you** or any **person employed**;
- (b) driven with **your** consent by any other person who, to **your** knowledge, did not hold a valid licence to drive such vehicle unless such person has held and was not disqualified from holding or obtaining such a licence;
- (c) used elsewhere than within the United Kingdom.

## What's not covered

### 4 Exclusions

We will not have any liability under this Section of the policy for, or directly or indirectly arising out of, or in any way connected with:

#### 4.1 Aircraft, watercraft and offshore work

the ownership, possession, work on and/or visits to, or use by **you** or on **your** behalf of any aircraft, spacecraft, hovercraft, **offshore** installation, rig, platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways) or for or arising out of any product which to **your** knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, spacecraft, avionics, hovercraft, offshore installation, rig, platform or watercraft.

#### 4.2 Advertising claim

any **advertising claim**:

- (a) arising out of the failure of goods, **products** or services to conform with the advertised quality or performance;
- (b) arising out of a breach of contract other than the unauthorised misappropriation of advertising ideas based upon breach or alleged breach of an implied contract;
- (c) arising out of the wrong description of the price of goods, **products** or services sold, offered for sale or advertised;
- (d) if **your business** is that of advertising, broadcasting, publishing or telecasting;
- (e) arising out of the oral, broadcast, telecast or written publication of material whose first publication took place before the beginning of the **period of insurance**.

#### 4.3 Care, custody or control

any **damage** to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in **your** care, custody or control other than:

- (a) clothing and personal effects of **persons employed** and visitors;
- (b) **premises** (including the contents within) temporarily occupied by **you** to work within it but **we** will not pay for **damage** to that part of the property in which **you** have been working and which arises out of such work; or
- (c) **premises** tenanted by **you** but always excluding liability for **damage**:
  - (i) arising out of any perils which the tenancy agreement requires **you** to insure against;
  - (ii) to any property which the tenancy agreement requires **you** to insure; or
  - (iii) to any property which the tenancy agreement requires **you** to be responsible for,

except if such **damage** is caused, or contributed to, by **your** own negligence.

#### **4.4 Contract or agreement**

any contract or agreement unless such liability:

- (a) would have attached in the absence of such contract or agreement; or
- (b) arises from a warranty, established or implied by virtue of the Sale of Goods Act 1979 or equivalent legislation, of fitness or quality of **your product** or that work done will be performed in a workmanlike manner.

#### **4.5 Defective products**

any costs incurred in the repair, reconditioning or replacement of any **product** or any part of such **product** which is or is alleged to be defective.

#### **4.6 Fines and penalties**

any regulatory or disciplinary investigations or for proceedings or for any fines, penalties or penal, punitive, exemplary, liquidated, restitutionary, non-compensatory or aggravated damages, or the additional award of damages consequent upon or by reason of any multiplication of compensatory damages.

#### **4.7 Injury to persons employed**

any **injury** to a **person employed** where such **injury** arises out of and in the course of employment with **you** or any liability arising out of worker's compensation or any similar legislation anywhere in the world.

#### **4.8 Land exclusion**

any **damage** to land or water within the boundaries or below any land presently or at any time previously owned or leased by **you** in connection with the cost of rectifying any defect or alleged defect in them.

#### **4.9 Large events**

any exhibition or show which exceeds five days in duration or where the number of attendees at any one time exceeds 250.

#### **4.10 Motor vehicles**

the ownership, possession or use by **you** or on **your** behalf or any person or party entitled to indemnity under this Section of the policy of any motor vehicle or trailer, other than legal liability:

- (a) caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
- (b) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer; or
- (c) arising out of any motor vehicle or trailer temporarily in **your** custody or control for the purposes of parking.

#### **4.11 Product recall**

the recall, repair, reconditioning, removal or replacement of any **product** or part of such **product**.

#### 4.12 Professional liability

the giving of, or failure to give, professional advice or service whether or not for remuneration.

#### 4.13 Warranties and guarantees

any performance warranty, guarantee, penalty clause, liquidated damages clause or similar provision unless **your** liability would have existed to the same extent in the absence of such warranty, guarantee or clause or similar provision.

### What we both agree to

## 5 Conditions

#### 5.1 Limit of indemnity

**We** will pay up to the limit of indemnity shown in the schedule for damages in respect of any one event or series of events having a common originating cause.

In addition, **we** will pay **defence costs** not exceeding the limit of indemnity stated in the schedule.

- (a) **We** may at any time pay the limit of indemnity and, if **we** do **we** will then have no further liability for that claim or **defence costs** except those already incurred at the date of payment of the limit of indemnity.

If **we** exercise the above option and the amount to dispose of any claim or series of claims exceeds the limit of indemnity and such excess amount is insured either in whole or in part, with **defence costs** payable in addition to the limit of indemnity, then **we** will also contribute **our** proportion of subsequent **defence costs** incurred with **our** prior written consent as the limit of indemnity bears to the amount paid to dispose of the claim or series of claims.

- (b) If a loss is covered under more than one Section of this policy, the maximum amount payable under this policy will not exceed the largest single applicable limit of indemnity of any relevant Operative Clause as shown in the schedule.
- (c) **You** must pay the relevant **excess** shown in the schedule.

#### 5.2 Notification of a claim

The following must be notified as soon as practicably possible after they come to **your** attention:

- (a) any claim made against **you** or any party indemnified by this Section of the policy which may fall within the scope of this policy;
- (b) the receipt of notice, whether written or oral, from any person or entity of their intention to make such a claim against **you** or any party indemnified by this Section of the policy;
- (c) any circumstances of which **you** or any party indemnified by this Section of the policy shall become aware which are likely to give rise to such a claim being made against **you** or them, giving reasons for the anticipation of such a claim.



**You** may notify **us** of any claim either in writing, by email or by telephone:

PolicyBee  
14 Brightwell Barns  
Waldringfield Road  
Ipswich  
IP10 0BJ

Tel: 0345 561 0320

Email: [claims@policybee.co.uk](mailto:claims@policybee.co.uk)

### **5.3 Partially covered claims**

**We** will defend **you** against any claim or part of a claim brought against **you**, including those claims which are only partially covered by this Section of the policy.

Upon final settlement of the claim **we** will deduct any amounts relating to those parts of the claim which are not covered by this Section. When calculating the amounts to be repaid to **us** **we** will ask **you** to agree the fairest allocation of costs, however in the failure of agreement the Arbitration condition (General Conditions 16.8) will apply.



# Policy (Employers' Liability)

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## Employer's Liability

This Section is subject to the General Terms, Definitions, Exclusions and Conditions except where expressly overridden.

### 1 Definitions (applicable to this Section only)

#### 1.1 Defence costs

Means costs and expenses incurred by **you** or on **your** behalf with **our** prior agreement to investigate, settle or defend a claim or potential claim against **you**.

This does not include **your** own costs and expenses or any value attributable to the time spent by **you** in dealing with a claim or potential claim.

#### 1.2 Injury

Means:

- (a) death, bodily injury, mental injury, illness or disease of or to any person;
- (b) wrongful arrest, wrongful detention, false imprisonment or malicious prosecution.

## What's covered

### 2 Operative Clauses

#### 2.1 Claims against you

If any **person employed** brings a claim against **you** in a covered jurisdiction for **injury** caused to them during the **period of insurance** arising out of the **business**, **we** will pay on **your** behalf any sums **you** have to pay as compensation (including interest and claimant's costs) and **defence costs**.

The indemnity granted applies only to such liability:

##### (a) United Kingdom

as is required to be insured under the United Kingdom Employers' Liability (Compulsory Insurance) Act 1969 as amended, as specifically extended by this Section. Where any applicable Definitions, Conditions or Exclusions would operate to provide less cover than is compulsory under the above Act, then this Section is deemed to be extended to provide the cover compulsory insurance subject always to the limit of indemnity stated in the **schedule**.

##### (b) Work Overseas

as would otherwise be covered under (a) United Kingdom above but that the **injury** was suffered by a **person employed** whilst temporarily engaged in non-manual work anywhere else in the world provided that:

- (i) such **person employed** is ordinarily resident within the United Kingdom;



- (ii) **we** shall not provide indemnity in respect of any amount payable under Workmen's Compensation, Social Security or Health Insurance legislation;
- (iii) **we** shall not provide indemnity in respect of any temporary visit to the United States of America or any overseas territory or affiliated state of the United States of America; and
- (iv) the period of temporary work does not, or was not due to, exceed six consecutive months in duration.

## **2.2 Court attendance costs**

In the event that **we** require **you** or any **person employed** to attend any court or other judicial tribunal in connection with any claim covered under this Section **we** shall pay **you** the following amounts of compensation:

- £500 per day for any partner, member or director of **your** organisation;
- £250 per day for any other **person employed**.

## **2.3 Health and safety at work**

**We** will pay on **your** behalf, or at **your** request on behalf of any **person employed** or any of **your** directors, members or partners, the legal costs and expenses incurred with **our** prior written consent in the defence of any criminal proceedings first brought during the **period of insurance** for a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed in the course of the **business** including legal costs and expenses incurred with **our** prior written consent in an appeal against conviction arising from such proceedings.

## **2.4 Manslaughter defence costs**

**We** will pay on **your** behalf legal costs and expenses incurred with **our** prior written consent:

- (a) in defending a charge of manslaughter (including a charge of corporate manslaughter or corporate homicide brought under the Corporate Manslaughter and Corporate Homicide Act 2007) where the death in connection with which such charge arises is likely to result in a claim under this Section of the policy;
- (b) in appealing against conviction on such charge and/or the imposition of a remedial or publicity order under the Corporate Manslaughter and Corporate Homicide Act 2007 in connection with such charge provided that in the opinion of a Queen's Counsel or similar legal authority (to be mutually agreed upon by **you** and **us**) such appeal could be made with the probability of success.

## **3 Extensions**

### **3.1 Indemnity to others**

**We** will pay any sums payable as compensation (including interest and claimant's costs) as a result of a claim brought by a third party against any of the following:

- (a) any officer committee or member of **your** canteen, sports, social or welfare organisations, fire security first aid medical or ambulance services in their respective capacities as such;
- (b) any director or senior official of **your** organisation in respect of private work undertaken by any **person employed** for such director or senior official;
- (c) in the event of the death of any person entitled to indemnity under this section **we** will pay on behalf of the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;

- (d) any person or firm for legal liabilities arising out of the performance of a contract with **you** constituting the provision of labour only;
- (e) any director or senior official of **your** organisation or **person employed**;

on condition that the claim, if it had been brought against **you**, would have been covered by this Section of the policy and further provided that:

- (i) all such persons or parties shall observe, fulfil and be subject to the terms of this Section as though they were **you**; and
- (ii) **we** shall retain the sole conduct and control of claims.

### **3.2 Indemnity to customers**

To the extent that any contract or agreement entered into by **you** with any customer of **yours** so requires, **we** will, at **your** request:

- (a) indemnify **you** against liability **you** assume;
- (b) indemnify the customer in a like manner to **you** in respect of the liability of the customer, arising out of **your** performance of such contract or agreement on condition that the claim, if it had been brought against **you**, would have been covered by this Section of the policy and further provided that:

- (i) any such customer shall observe, fulfil and be subject to the Conditions of this Section as though they were **you**; and
- (ii) **we** shall retain the sole conduct and control of claims.

For the purposes of this extension the term customer includes any partner, co-venturer, subsidiary or affiliated or parent company to the principal but only to the extent that the contract between the customer and **you** require these additional parties to be indemnified in like manner to **you**.

### **3.3 Legal representation costs**

**We** will pay the reasonable costs and expenses incurred by **you** or any **person employed** for representation at properly constituted hearings, tribunals or proceedings provided that:

- (a) they arise directly out of a claim which is or in **our** opinion is likely to be covered under the Operative Clauses in this Section; and
- (b) they are not covered under **defence costs**; and
- (c) **we** have given **our** prior written consent to such costs and expenses.

### **3.4 Terrorism**

Regardless of General Exclusion 15.9 Terrorism, this Section will apply, subject to all its terms and conditions, to an **act of terrorism** to the extent that indemnity is required in accordance with the provisions of any law relating to compulsory insurance of liability to **persons employed** in the United Kingdom and where a sub limit of indemnity is specified in the **schedule**.



### **3.5 Unsatisfied court judgments**

In the event of **injury** to a **person employed** sustained during the **period of insurance** and arising out of employment by **you** in the course of the **business** which results in a judgement against any company or individual operating from or resident in premises within the United Kingdom for damages being obtained by such **person employed** or his personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgement **we** will at **your** request pay to the **person employed** or his personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- (a) this Section is operative at the time such **injury** is caused; and
- (b) **we** would have covered **your** liability if **you** had caused the **injury**; and
- (c) there is no appeal outstanding; and
- (d) the **person employed** or the personal representatives of the **person employed** assigns his or her judgment to **us**.

## **What's not covered**

### **4 Exclusions**

**We** will not have any liability under this Section of the policy for, or directly or indirectly arising out of, or in any way connected with:

#### **4.1 Offshore**

Any liability **you** may have to any **persons employed** arising while **offshore** including travel to or from the mainland, or between installations.

#### **4.2 Radioactive contamination**

Any **injury** sustained by any **person employed** as a result of the hazardous properties of nuclear material including radioactive, toxic or explosive properties in relation to which **you** under a contract or agreement have either undertaken:

- (i) to indemnify another party; or
- (ii) to assume the liability of another party.

as used in this exclusion, hazardous properties" include radioactive, toxic or explosive properties.

#### **4.3 Road traffic act**

Any liability **you** may have in respect of which compulsory insurance or security is required to be arranged under the Road Traffic 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order.

## What we both agree to

### 5 Conditions

#### 5.1 Employment Liability Tracing Office Notice

It is understood by **you** that the following information provided to **us** will be processed by **us** for the purposes of providing the Employers' Liability Database (ELD), in compliance with the provisions of the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010:

- (a) the policy number(s);
- (b) employer's names and addresses, including subsidiaries and any relevant changes of name;
- (c) coverage dates; and
- (d) if relevant, the employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers will be provided to the Employers' Liability Tracing Office, (the ELTO) and added to the ELD.

The ELTO may provide such information to third parties to assist individuals with claims arising out of their course of employment in the United Kingdom for employers carrying on, or who carried on, **business** in the United Kingdom, to identify an insurer or insurers that provided employers' liability insurance.

#### 5.2 Limit of indemnity

**We** will pay up to the limit of indemnity shown in the **schedule** for damages in respect of any one event, or series of events having a common originating cause, unless limited below.

- (a) **We** may at any time pay the limit of indemnity and, if **we** do **we** will then have no further liability for that claim or **defence costs** except those already incurred at the date of payment of the limit of indemnity.

If **we** exercise the above option and the amount to dispose of any claim or series of claims exceeds the limit of indemnity and such excess amount is insured either in whole or in part, with **defence costs** payable in addition to the limit of indemnity, then **we** will also contribute **our** proportion of subsequent **defence costs** incurred with **our** prior written consent as the limit of indemnity bears to the amount paid to dispose of the claim or series of claims.

- (b) If a loss is covered under more than one Section of this policy, the maximum amount payable under this policy will not exceed the largest single applicable limit of indemnity of any relevant Operative Clause as shown in the **schedule**.
- (c) **You** must pay the relevant **excess** shown in the **schedule**.

#### 5.3 Notification of a claim

The following must be notified as soon as practicably possible after they come to **your** attention or to that of the person responsible for arranging insurance:

- (a) any claim made against **you** or any party indemnified by this Section of the policy which may fall within the scope of this policy;



- (b) the receipt of notice, whether written or oral, from any person or entity of their intention to make such a claim against **you** or any party indemnified by this Section of the policy;
- (c) any circumstances of which **you** or any party indemnified by this Section of the policy shall become aware which are likely to give rise to such a claim being made against **you**, giving reasons for the anticipation of such a claim;

**You** may notify **us** of any claim either in writing, by email or by telephone:

PolicyBee  
14 Brightwell Barns  
Waldringfield Road  
Ipswich  
IP10 0BJ

Tel: 0345 561 0320

Email: [claims@policybee.co.uk](mailto:claims@policybee.co.uk)

#### **5.4 Partially covered claims**

**We** will defend **you** against any claim or part of a claim brought against **you**, including those claims which are only partially covered by this Section.

Upon final settlement of the claim **we** will deduct any amounts relating to those parts of the claim which are not covered by this Section. When calculating the amounts to be repaid to **us** **we** will ask **you** to agree the fairest allocation of costs, however in the failure of agreement **our** Arbitration clause (General Conditions 16.8) will apply.



## Terms of business

Please read this document carefully as it sets out our terms and contains important regulatory and statutory information.

### Accepting our terms of business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business.

### How we are regulated

Definitions - We/us/our means PolicyBee Ltd, 14 Brightwell Barns, Waldringfield Road, Ipswich IP10 0BJ.

Status - PolicyBee Ltd is an insurance intermediary authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, London, E20 1JN. Our FCA register number is 945969.

This can be checked by clicking here, <https://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768.

### If you have a complaint

We aim to provide you with a high level of customer service at all times. If you're not satisfied in any way, please contact Kerri-Ann Hockley, Director of Customer Service, on 0345 222 5364 or by emailing her - [kerri-ann@policybee.co.uk](mailto:kerri-ann@policybee.co.uk).

We'll follow our complaint handling procedure, available on request. If you're still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service.

Further details can be obtained here: <https://www.financialombudsman.org.uk/publications/ordering-leaflet/leaflet>.

### Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business/circumstances of the claim. Further details are available by downloading the [Protecting your Money FSCS Leaflet \(pdf\)](#).

### Our services

We're a broker. That means we do not underwrite your insurance. Instead we arrange cover for you with one of the insurers we work with.

This involves assessing your individual needs and making a considered personal recommendation about your insurance. Also assisting you with any policy changes you want to make, or your insurer makes, and helping you with any claims.

We conduct a fair and personal analysis of the market to meet your demands and needs. Sometimes, this means we'll only offer products from a single insurer, but we'll let you know who this is.

We act as your agent when finding your insurance and putting it in place, and when you make a claim. We act as the insurer's agent when we collect your premium and we'll let you know if there are other situations where we are acting on behalf of the insurer.

### Our remuneration and fees

Remuneration is commission paid to us, which is a percentage of the premium paid by you; commission may well include a profit share arrangement that your policy may contribute towards. We are committed to ensuring complete transparency of our remuneration and we will, at your request fully disclose our remuneration.

Some insurers may charge a fee, we'll agree this with you before you purchase the policy. We do not charge any additional fees (payable by you) for handling your insurance or arranging premium finance.

### Your responsibilities - Fair presentation of risk

Before entering into a contract of insurance, prior to a midterm alteration and ahead of your policy renewal, it is your statutory duty to make a fair presentation of your risk. This information must be provided in a clear and accessible format. You must disclose, where practical, all material circumstances about your risk, this being information that might affect the judgement of a prudent insurer in deciding whether to accept your risk or not - should you require additional explanation of what constitutes a material circumstance, please contact us immediately.

You must make reasonable enquiries before presenting your risk and ensure that all individuals holding knowledge about the risk have been approached in the compilation of this information.

If you feel you have not been able to do so, please advise us, so we can allow underwriters to make further enquiries if they wish to do so.

You must complete any proposal forms or fact finds provided to you, honestly, accurately and in good faith.

Any deliberate or reckless misrepresentation may involve part, or your entire claim being declined and in some circumstances; the Insurer may be

entitled to retain your premium whilst avoiding the policy or apply additional terms to your policy.

## **Security**

We do not guarantee the solvency of any insurer we place business with. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

## **GDPR/Data Protection - how we use your data**

We treat your personal information as private and confidential, and we're registered with the ICO as a Data Controller. We comply with the General Data Protection Regulation (GDPR) in all our dealings with your personal data. If you'd like specific information on how we use your personal data, and other rights you have under GDPR such as 'Right of Access', please contact us. You can review our privacy notice at:

<https://www.policybee.co.uk/privacy-notice>.

Information which you provide to us will not be used or disclosed by us to other parties, except in the normal course of handling a contract of insurance or a claim on your behalf and any related activities, unless we have obtained the necessary consent from you or where we are required to by law or a regulatory body that has authority over us. We will take appropriate steps to maintain the security of your confidential documents and information which are in our possession.

## **Credit checks**

To make sure you get the best offer from Insurers or Third Parties involved in your insurance, i.e. finance providers, now or at any renewal or at any time and to protect their customers from fraud and to verify your identity, they may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organizations. Their search will appear on your credit report whether your applications proceed.

Unless you contact us to confirm you do not want these searches to be carried out we will assume your consent has been given and proceed as above.

## **Claims**

You must notify us as soon as possible of a claim and circumstances which may give rise to a claim. In the event of a claim you should contact us and we will promptly advise you and pass all details to your Insurer. You should not admit liability or agree to any course of action, other than emergency measures carried out to minimise the loss, until you have an agreement from your Insurer. We will remit claims payments to you as soon as possible after they have been received on your behalf. If an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts.

## **Handling your money**

We collect and hold money in a Non-Statutory Trust account pending payment. The establishment of the Non-Statutory Trust account follows FCA rules introduced to protect money held by authorised intermediaries. However, you should be aware that, under the Non-Statutory Trust account rules, we are permitted to use such monies temporarily held to advance credit to clients generally. A copy of the Deed of Trust is available on request or may be inspected at our premises during normal office hours. If you object to your money being held in a Non-Statutory Trust account, you should advise us immediately. Otherwise, your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to our holding your money in a Non-Statutory Trust account. Interest earned on monies held in such a Non-Statutory Trust account will be retained by us.

Our financial arrangement with one insurance company is on a 'Risk Transfer' basis. In these circumstances such monies are deemed to be held by the insurer with which your insurance is arranged.

## **Cancellation clause**

Your insurance may include a cancellation clause. Full cancellation details will be explained to you during the negotiation process. If you fail to pay your premium by the due date the insurance may be cancelled forthwith or by the insurers, giving notice of the cancellation. In the event of cancellation, insurers may return the pro rata premium to us, but you are advised to check your insurance policy for full details of your insurers' cancellation clause. Once our remuneration has been earned if the insurance is cancelled after inception, our commission will not usually be returnable.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice. Valid reasons may include but are not limited to non-payment of premium, failure to provide requested information, deliberate failure to comply with terms, deliberate misrepresentation or non-disclosure or attempted fraud, removal of the product from the market by us or the insurer, change of insurer or broker appetite.

## **Financial crime**

The National Crime Agency (NCA) requires us to report any suspicious transactions to them. We also carry out checks of the consolidated list of financial sanctions targets designated by the United Nations, The European Union, The USA and the United Kingdom for all customer transactions. In these circumstances, we might ask for evidence of your identity. This could mean we ask to see your passport, a utility bill or a bank statement. We may request your date of birth or nationality. For companies, we might want to see your Certificate of Incorporation or we may check the Companies House register.

We are obliged to report evidence of suspicion of financial crime to the relevant authorities at the earliest opportunity and may be prohibited from disclosing any such report to you.

If sanctions apply we are obliged to report the transaction to the relevant authorities and, in such cases, we shall not make any further payments or process already notified claims and insurers may invoke cancellation rights to terminate affected insurance contracts.

#### **Conflict of Interest**

Occasions can arise where we, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

#### **Health & Safety**

We cannot be held responsible for any client who fails to comply with current Health & Safety (or other relevant) legislation.

#### **How to cancel your insurance**

You can request cancellation of your policy by giving us one month's notice without cause or penalty by email, phone, web form or letter. In this event we will be entitled to retain the commission payable. The responsibility for handling claims reported after the date of termination shall, in the absence of an express agreement, be the responsibility of the party taking over the role.

#### **Refusal of service**

We reserve the right to refuse service to any customer at our discretion without the need for justification or explanation.

#### **Quality Assurance**

Files may be audited by us or your insurer for quality assurance purposes. This may include using public and personal data from a variety of sources.

#### **Law and jurisdiction**

The insurance policy offered is strictly available to individuals aged 18 years or older, ensuring compliance with legal requirements and promoting responsible insurance practices.

These terms of business are written according to English law. Any legal action or proceedings arising out of or in connection with these terms of business fall under the jurisdiction of English courts.

We may change the terms of this agreement from time to time to reflect changes in our services or where changes are required due to legal or regulatory developments.

### **PolicyBee Ltd's Fair Processing Notice**

We collect and process your information to provide insurance policies and to process claims. We also use your information for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from third parties such as insurers, loss adjusters, or our regulators.

If you have questions or concerns about how your information has been used, please call us on 0345 222 5360 or email [contactus@policybee.co.uk](mailto:contactus@policybee.co.uk).

For more information about how we process your information and your rights regarding your personal information please see our full privacy notice at: [www.policybee.co.uk/privacy-notice](http://www.policybee.co.uk/privacy-notice).

### **AXA XL Insurance Company UK Limited's Fair Processing Notice**

This Privacy Notice describes how AXA XL Insurance Company UK Limited (together, "we", "us" or the "Insurer") collect and use the personal information of insureds, claimants and other parties ("you") when we are providing our insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: [compliance@axaxl.com](mailto:compliance@axaxl.com).

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how we process your personal information, please see our full privacy notice at: [www.axaxl.com/privacy-and-cookies](http://www.axaxl.com/privacy-and-cookies).



## Certificate of Employers' Liability Insurance

AXA XL Insurance Company UK Limited.

In accordance with Regulation 5 of the Employers' Liability (Compulsory Insurance) (Amendment) Regulations 2008 (the Regulations), one or more copies of this Certificate must be displayed at each place of business at which the Policyholder employs persons covered by the Policy. This requirement will be satisfied if the certificate is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form.

<b>Policy Number:</b>	14681347
<b>Name of Policyholder:</b>	Assessment Hive Ltd
<b>Certificate Issue Date:</b>	16/04/2025
<b>Date of Expiry of Insurance:</b>	15/04/2026
	Both dates inclusive

We hereby certify that:

The insurance to which this Certificate relates satisfies the requirements of the relevant law applicable to Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney; and

The amount of cover provided by the Policy is no less than £ 5,000,000.

**This policy was issued by PolicyBee Ltd. Questions and concerns should be directed to them on 0345 222 5360.**

**Signed:**

Sean McGovern, Chief Executive

On behalf of AXA XL Insurance Company UK Limited.



## CERTIFICATE OF COVER

### PUBLIC AND PRODUCTS LIABILITY INSURANCE

The document below shows that you are insured with an authorised insurer.

The document (or any copy) must only be displayed whilst the policy remains active and within the policy period below.

**This policy was issued by PolicyBee Ltd. Questions and concerns should be directed to them on 0345 222 5360.**

**Insurer:** AXA XL Insurance Company UK Limited

**Insuring agent:** PolicyBee | Angel

**Address:** 20 Gracechurch Street

London

EC3V 0BG

Registered in England Number 5328622

**Policy reference:** 14681347

**Name of Policyholder :** Assessment Hive Ltd

**Business Activities:** SBEM Calculations, Local Authority and Property Searches, Inventory Clerical Services, Legionella Assessing, Floor/Lease Plans, EPCs, Water Efficiency Calculations, SAP Calculations, property photography, Part O calculations, MEES Reports, Energy Sta

**Certificate Issue Date:** 16/04/2025

**Expiry Date of Policy:** 15/04/2026

Both dates inclusive

**Level of Cover:** £5,000,000

**Signed:**

Sean McGovern, Chief Executive

On behalf of AXA XL Insurance Company UK Limited.

#### Notes

- a. This insurance is subject to policy terms and conditions and any special terms notified to the insurer.
- b. The policy is a continuous policy which does not require annual renewal.



## CERTIFICATE OF COVER

### PROFESSIONAL INDEMNITY INSURANCE

The document below shows that you are insured with an authorised insurer.

The document (or any copy) must only be displayed whilst the policy remains active and within the policy period below.

**This policy was issued by PolicyBee Ltd. Questions and concerns should be directed to them on 0345 222 5360.**

**Insurer** AXA XL Insurance Company UK Limited

**Insuring agent:** PolicyBee | Angel

**Address:** 20 Gracechurch Street  
London  
EC3V 0BG  
Registered in England Number 5328622

**Policy reference:** 14681347

**Name of Policyholder :** Assessment Hive Ltd

**Business Activities:** SBEM Calculations, Local Authority and Property Searches, Inventory Clerical Services, Legionella Assessing, Floor/Lease Plans, EPCs, Water Efficiency Calculations, SAP Calculations, property photography, Part O calculations, MEES Reports, Energy Sta

**Certificate Issue Date:** 16/04/2025

**Expiry Date of Policy:** 15/04/2026

Both dates inclusive

**Retroactive Date:** 01/03/2019

**Level of Cover:** £2,000,000 for any one claim excluding defence costs.

**Signed:**

Sean McGovern, Chief Executive

On behalf of AXA XL Insurance Company UK Limited.

Notes



- a. This insurance is subject to policy terms and conditions and any special terms notified to the insurer.
- b. The policy is a continuous policy which does not require annual renewal.



Your invoice from PolicyBee Ltd

Reference no. 14681347

Issued on 12 April 2025

Assessment Hive Ltd

For your AXA XL business insurance

Effective from 16/04/2025

Premium including IPT @ 12%	£707.25
Total	£707.25

Policy being paid by Direct Debit

## The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay by Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit AXA XL Insurance Company UK Limited will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request AXA XL Insurance Company UK Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit by AXA XL Insurance Company UK Limited or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- If you receive a refund you are not entitled to, you must pay it back when AXA XL Insurance Company UK Limited asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.