



Combined Liability Insurance Policy

Scheme administered by kinetiQ Underwriting Ltd
Underwritten by Accelerant Insurance Europe SA/NV UK Branch

kinetiQ Underwriting Ltd is an Appointed Representative of CoverMy Ltd, which is
authorised and regulated by the Financial Conduct Authority.
Registration number 571906.

WELCOME

Thank you for choosing to insure **your business** with kinetiQ Underwriting. We want to give you every reason to feel satisfied with your liability insurance **policy** and we aim to provide the best cover and claims service for all our customers.

This **policy**, together with your **schedule** and the **statement of fact**, form the contract between you and your insurer. It is important that you take time to read and understand them and ensure that you have the cover you need.

This **policy** meets the needs and demands of a taxi driver or taxi base office operator who wants to insure themselves or their business against any liability to the public or their employees. It gives useful advice on how to make a claim and what you can do if you are unhappy with our service.

INSURER INFORMATION

This **policy** is underwritten by Accelerant Insurance Europe SA/NV UK Branch.

Accelerant Insurance Europe SA/NV UK Branch is the UK establishment of Accelerant Insurance Europe SA/NV, an insurance company authorised under code 3193 and regulated by the National Bank of Belgium and the Financial Services and Markets Authority in Belgium. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

The Firm Reference Number of Accelerant Insurance Europe SA/NV UK Branch is 940712. Its UK Establishment Number is BR025748 and its UK Establishment Office is located at 1 Tollgate Business Park, Tollgate West, Colchester, CO3 8AB.

kinetiQ Underwriting Ltd acts as administrator on behalf of Accelerant Insurance Europe SA/NV UK Branch.

kinetiQ Underwriting Ltd are registered in England and Wales: Company No: 12481183. Registered Address: 5 Technology Park, Colindeep Lane, Colindale, London, England, NW9 6BX. kinetiQ Underwriting Ltd is an Appointed Representative of CoverMy Ltd which is authorised and regulated by the Financial Conduct Authority under register number: 571906.

YOUR LIABILITY INSURANCE POLICY

This **policy** is a legally binding contract between you and us.

The contract is based upon the information that you gave us in the proposal form or **statement of fact** and the declaration you have made. If any of the information contained therein is incorrect you must advise us or your **insurance intermediary** immediately.

Under the terms of the Insurance Act 2015, it is your responsibility to take reasonable care to provide us with complete and accurate information when you take out your **policy**, throughout the life of your **policy** and when you renew your **policy**. It is essential that you tell us straight away about changes which may influence our acceptance or assessment of the risk. Failure to notify us could mean that the **policy** may not operate fully and could result in part or all of a claim being refused, if you are in any doubt about whether or not facts may need to be considered you should disclose them.

We have agreed to insure you under the terms, conditions and exceptions of this **policy** or any endorsement which may show on your **schedule**, and you must have paid or agreed to pay the premium for this contract to be valid.

Please read this document and **schedule** together, to ensure they give you the cover you require.

HOW TO CLAIM

If you need to make a claim under this **policy**, please contact us immediately using our Claims Helpline.

NEW CLAIMS HELPLINE
0345 600 7770

In order to ensure we deal with your claim efficiently, you will need to provide us with as much information as possible:

- your **policy** number – this is shown on your insurance schedule;
- date, time, exact location and circumstances of the incident;
- name and contact details of any other people involved in the incident;
- full details of how the incident occurred;
- names and contact details of any witnesses to the incident;
- details of any injuries to any person(s) involved in the incident and any hospitalisation
- the nature, location and extent of any damage to property

EXISTING CLAIMS
0345 600 7700

If you have an existing claim, please contact our Claims team on 0345 600 7700.

HOW WE USE YOUR INFORMATION / PRIVACY NOTICE

It is important that you understand how we will use your information, and you must read our Privacy Notice carefully as it explains how we use your personal information.

Our Privacy Notice can be found at: <https://www.kinetiqunderwriting.co.uk/privacy-policy/>

Contact the Compliance Officer by email at compliance@kinetiqunderwriting.co.uk if you have any questions about our Privacy Notice or if you require a copy of the notice to be posted to you.

COMPLAINTSPROCEDURE

kinetiQ Underwriting Ltd aim to provide a standard of service that will leave no cause for complaint. However, if you are dissatisfied with the service we have provided then please write to:

The Compliance Officer, kinetiQ Underwriting Ltd, Field House, Station Approach, Harlow, CM20 2FB, quoting your policy number or claim number and provide full details of your complaint.

Alternatively, you may email your complaint to complaints@kinetiqunderwriting.co.uk or contact the office on 01992 566925.

We will endeavour to investigate your complaint fully and resolve immediately. If we cannot resolve your complaint by the next working day, we will acknowledge your complaint within five working days of receipt and do our best to resolve the problem within eight weeks by sending you a final response.

Should you remain dissatisfied having received your final response, you may be able to take your complaint to the Financial Ombudsman Service (FOS). Their address is The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. You may also find their details at www.financial-ombudsman.org.uk.

Should you feel the need to complain about the arrangement of your **policy** please contact your **insurance intermediary** in the first instance.

IMPORTANT INFORMATION

Fraudulent Claims

Fraudulent claims are a serious problem for insurers and any costs arising from such activity are inevitably passed on to honest policyholders. In order to protect your interests and the interests of the vast majority of our policyholders, we fully investigate all claims, and where fraud is detected we report to the authorities under the Proceeds of Crime Act (POCA).

If false or inaccurate information is provided and fraud is suspected, details will be passed to fraud prevention agencies. You may also report information in respect of bogus/fraudulent claims to the Cheatline on 0800 422 0421. The Cheatline is manned 24 hours a day. Alternatively, fraud can be reported online to the Insurance Fraud Bureau (IFB) at www.insurancefraudbureau.org. All information is reported anonymously and will be treated in the strictest of confidence. The Cheatline is manned by experienced fraud investigators who may share the information with other interested parties such as the insurer concerned (if known). Savings obtained from information provided to the Cheatline will help reduce insurance premiums. More information can be provided if requested.

Financial Services Compensation Scheme (FSCS)

kinetiQ Underwriting Ltd are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our obligations. Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk.

DEFINITIONS

Definitions of words and phrases used in this document and are shown in bold throughout the **policy**.

Abuse	Means negligent or intentional infliction of physical, emotional or psychological injury or harm.
Business	The Business as described in the Schedule and shall include: <ul style="list-style-type: none">○ the ownership, repair and maintenance of Your business property;○ the provision and management of canteen, social, sports and welfare activities for Your benefit or the benefit of Your Employees;○ the provision and management of first aid, fire, security and ambulance services○ the performance of private duties carried out by Your Employees with Your written consent for any of Your principals, including directors, partners, or senior officials, and no other Business for the purposes of this Policy.
Endorsement(s)	A change to the terms of your policy , and shown on your schedule .
Employee(s)	Any person under a contract of service or apprenticeship with You, any labour master or labour only sub-contractor or person supplied by any of them, any self-employed person, any person under a contract of service or apprenticeship with another employer and who is hired to, or borrowed by You, any person participating in any government or otherwise authorised work experience, training, study exchange or similar scheme or any volunteers whilst working for You in the course of the Business.
Excess(es)	The amount you will have to pay towards any claim and shown on your schedule or policy section.
Goods	means any goods or products (including containers, labelling instructions, or advice provided) manufactured, sold, supplied, erected, repaired, altered, treated, transported, serviced, or installed by You in the course of the Business .
Injury	means bodily injury, death, illness, disease, or shock causing bodily injury
Insurance Intermediary	The Insurance Broker, Agent or Intermediary who acting on your behalf has placed this insurance with us.
PFAS	Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances in any form, including but not limited to: <ul style="list-style-type: none">a) any organic molecule, salt, free radical or ion, the composition of which includes at least one<ul style="list-style-type: none">i) perfluorinated methyl group (-CF₃); orii) perfluorinated methylene group (-CF₂-); or

	<p>b) any breakdown of any organic molecule, salt, free radical or ion, the composition thereof; or</p> <p>c) any good, product or material that has the same or similar chemical formula or structure as such Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances; or</p> <p>d) its presence or use in any alloy, by-product, compound or other material or waste that includes or is derived from such compounds or substances.</p>
Policy	The document consisting of your Statement of Fact , your Policy Wording, Insurance Certificate, Schedule , and any endorsements .
Period of Insurance	The period of time covered by this insurance as shown in the schedule and/or insurance certificate , and for which we have accepted your premium.
Policy Period	The period of insurance stated in the schedule
Property	Material property
Statement of Fact	The document which contains the information provided by you which we have accepted your insurance
Schedule	The document that identifies the policyholder and sets out details of the cover your policy provides.
Territorial Limits	Countries within the United Kingdom (UK).
Terrorism	any act(s), of any person(s) or organisation(s) involving the causing, occasioning or threatening of harm of whatever nature and by whatever means; putting the public or any section of the public in fear; in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.
United Kingdom	England, Scotland, Wales, Northern Ireland, the Isle of Man, and the Channel Islands (including transit by sea, air, rail or within and between these places).
We/Us/Our	Accelerant Insurance Europe SA/NV UK Branch
You/Your	The person or persons or company named in the Schedule as the Insured or Policyholder.

GUIDE TO POLICY COVER

You should refer to **your schedule** to establish the cover which applies to **your** insurance. The following then confirms the sections of this document that apply:

Employer’s Liability	Sections 1 applies
Public Liability	Sections 2 applies

The General Conditions and General Exclusions apply in addition to the **policy** sections.

SECTION 1 EMPLOYER'S LIABILITY

What is covered

We will cover you for:

- All sums which You shall become legally liable to pay as damages including claimants' costs and expenses in respect of **Injury** sustained by an **Employee** of **Yours** arising out of and in the course of their employment or engagement by **You** and caused during the **Policy Period** stated in the **Schedule** in connection with the **Business** and occurring within the **Territorial Limits**.
- All costs and expenses incurred by **You** with **Our** written consent in respect of any claim against **You** which may be covered by this **Policy**.
- The payment of legal and other defence fees incurred with **Our** written consent, up to a limit of £50,000 arising out of any one occurrence, for **Your** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death, and at which **Your Employee** or principal, including any director, partner, or senior official, has been requested to give evidence, and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **Injury** which may be covered by this **Policy**.

Limits of Liability

- The most **We** will pay under this Section in respect of any one claim against **You**, or series of claims against **You** arising out of one occurrence, inclusive of all costs and expenses shall not exceed in the aggregate the Limits of Liability stated in the **Schedule**.

Rights of Recovery

The cover under this Section is limited to the Territorial Limits and is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man. **You** shall repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

NOT COVERED BY SECTION 1

- **We** shall not cover **You** under this Section against liability for **Injury** sustained by any **Employee**:
 - in respect of which compulsory insurance is required to be arranged by **You** under the Road Traffic Act 1998 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation; or
 - whilst outside the **Territorial Limits**

SECTION 2 PUBLIC LIABILITY

What is covered

- All sums which **You** shall become legally liable to pay as damages including claimants' costs and expenses in respect of:
 - Accidental **Injury** to any person;
 - Accidental physical loss of, or physical damage to **Property**;
 - Obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement;
 - Wrongful arrest, wrongful detention, false imprisonment, or malicious prosecution;In connection with the **Business** and occurring anywhere within the **Territorial Limits** during the **Policy Period** stated in the **Schedule**.
- All costs and expenses incurred by **You** (except as described below) with **Our** written consent in respect of any claim against **You** which may be covered by this **Policy**.
- The payment of legal and other defence fees incurred with **Our** written consent, up to a limit of £50,000 arising out of any one occurrence, for **Your** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which **Your Employee** or principal, including any director, partner, or senior official, of Yours has been requested to give evidence and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **Injury** or loss of or damage to **Property** which may be covered by this **Policy**.

The most **We** will pay under this Section (including any extensions) for damages in respect of any one claim against **You** or series of claims against **You** arising out of one occurrence shall not exceed in the aggregate the Limits of Liability stated in the **Schedule**.

Any costs and expenses incurred by You in respect of this Section under this Policy will be payable in addition to the Limits of Liability stated in the **Schedule**.

NOT COVERED BY SECTION 2

We shall not cover **You** under this Section:

- for loss of, or damage to, Property belonging to **You**, or in **Your** custody or control, or in the custody or control of **Your Employees** other than:
 - personal effects (including vehicle and their contents) of **Employees** or visitors;
 - any premises including their contents, not being premises leased or rented to You, which are temporarily occupied by **You** for the purpose of carrying out work there;
 - any other Property on which **You** or any of **Your Employees** or agents is or has been carrying out work, but **We** will not cover **You** in respect of loss or damage to that part of any **Property** being worked upon;
- for loss arising from the ownership, possession or use under **Your** control or the control of any of **Your Employees** of:
 - any mechanically propelled vehicle, including anything attached to it, used in circumstances where insurance or security is required by any road traffic legislation or where insurance is provided by any other policy or security;
 - any craft intended to travel through air or space, or other aerial devices, hovercraft, or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length);
- for loss caused by any **Goods** after they have left **Your** custody or control, other than food or drink supplied primarily for the use of **Your Employees** or for entertainment purposes;
- for loss arising from professional advice given separately for a fee or other charge by **You** or by anyone on **Your** behalf or in circumstances where a fee would normally be charged;
- The amount shown as **Excess** stated in the **Schedule**

GENERAL CONDITIONS

The cover provided by this insurance only applies if:

- the information provided during the application process and shown on the **statement of fact** and declaration is current and complete to the best of your knowledge and belief. The premium charged is based on the information you gave us when your cover started and when renewed.
- You have paid or agreed to pay the premium in full.
- Anybody claiming under this **policy** has adhered to all the conditions in this document and **endorsements** on the **schedule**.

Reasonable Precautions

You shall take all reasonable precautions

- to prevent any Event which may give rise to a claim under this Policy.
- to maintain Your premises and machinery and everything used in Your Business in proper repair.
- in the selection and supervision of Employees.
- to comply with all statutory and other obligations and regulations imposed by any authority.
- to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location and or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above.

We shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst You are not in full compliance with the obligations above

Alteration of Risk

The cover under this Policy will cease if after the commencement of this insurance

- Your interest ceases except by death.
- Your Business be wound up or carried on by a liquidator or administrator or receiver or permanently discontinued.
- the risk of damage, accident or Bodily **Injury** is materially increased unless We state otherwise in writing.

If you have a claim:

- You must report any incident to the Claims Helpline immediately, regardless of blame, which may lead to a claim under your **policy** and fully co-operate with us while we handle any claim.
- You must send any communication about a claim (including a writ or summons) Immediately to us unanswered and also advise if you know of any future prosecution, coroner's inquest or fatal accident inquiry involving any person covered by this insurance.
- You must not admit liability for or negotiate to settle any claim without our written permission. We may take over, defend or settle the claim, or take up any claim in your name for our own benefit. You must give us all the information and help we need.
- We shall have full discretion in the conduct of any proceedings or the settlement of any claim.

Misrepresentation of Risk

- **You** must make a fair presentation of the risk in a manner which would be reasonably clear and accessible before entering into this **Policy** including:
 - If **You** knew **You** did not provide a fair presentation of the risk or if **You** did not care whether **You** made a fair presentation of the risk **We** may avoid this **Policy** and retain all premiums and **You**

- shall reimburse **Us** in respect of all payments already made by **Us**.
- In all other cases if **You** did not provide a fair presentation of the risk **Our** rights are set out below:
 - if **We** would not have entered into this **Policy** if **You** had made a fair presentation of the risk **We** may avoid this **Policy** and return all premiums to **You** and **You** shall reimburse us in respect of all payments already made by **Us**
 - if **We** would have entered into this **Policy** but on different terms other than as to premium this **Policy** will be treated as if it had been entered into on those different terms in addition, if **We** would have entered into this **Policy** but would have charged a higher premium **We** may reduce proportionately the amount to be paid on any claim

Conditions Precedent and Warranties.

It is a condition precedent to **Our** liability that **You** comply with all terms, conditions and exclusions of this **Policy**, insofar as they relate to anything to be done or complied with by **You**.

Where:

- there has been a failure to comply with a term (express or implied) of this **Policy**, other than a term which defines the risk as a whole; and
- compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time,

We cannot rely on the breach of such term to exclude, limit or discharge its liability if the Insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **You** breach any warranty in this **Policy**, **Our** liability under the **Policy** shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). **We** will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

Fraud.

If any claim under this **Policy** is in any respect fraudulent or if any fraudulent means be used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy** or if any **Damage** be occasioned by the wilful act or with **Your** connivance **We** may terminate this **Policy** with effect from the date of the fraudulent or wilful act and **We** shall not be liable to provide an indemnity in respect of the claim and will be entitled to recover any amounts already paid in respect of the claim and **We** shall not be liable to provide an indemnity in respect of any act event claim or incident after such date and **We** shall be entitled to retain all premiums paid in respect of the **Policy**

Cancellation.

- Within the first 14 days (Cooling off Period): **You** have 14 days to decide whether to proceed with the purchase of this insurance contract, from the later of the day that you took out the insurance contract or the day you receive the full terms of the insurance contract. If the **policy** is cancelled within this 14 day period and subject to no claims having been made (or likely to be made), we will void the policy and return the full premium to **You** less our administration fee. Your **insurance intermediary** may also retain an administration fee sufficient to cover their costs.
- **You** may notify us or your **insurance intermediary**, in writing or via email, of your intention to cancel the **policy**, acknowledging that cover has ceased to have effect from the appropriate time and date.
- After 14 days: you can cancel this insurance at any time by contacting us or your **insurance intermediary** of your intention to cancel the **policy** acknowledging that the **Insurance** has ceased to have effect from the appropriate time and date. We reserve the right not to allow a return of any part of the premium or our administration fee

- Our cancellation rights: We or your **insurance intermediary** may cancel this insurance by sending you 7 days' notice of cancellation by your agreed contact method. We reserve the right not to allow a return of any part of the premium or our administration fee.
- Premium defaults: If you pay your premium by instalments and there is a default in payments, we or your **insurance intermediary** may cancel this insurance by sending you 7 days' notice of cancellation in writing as detailed within above. No refund of premium will be allowed for the unexpired portion of the insurance. We and Your **insurance intermediary** may also charge a fee.

Administration Costs.

If you make any changes to your **policy**, your premium may be recalculated and you may have to pay an additional premium or you may receive a refund of premium. We will also charge a fee to cover our administration costs. Your **insurance intermediary** may also make a charge for their administration costs.

Payments made outside policy terms.

This **policy** covers you within the **Territorial Limits** and we are not obliged to settle or pay a claim which we would not normally have paid which occurs outside these limits, if any claims are paid to you in error, we are entitled to ask you to repay us.

Changes to your policy cover or details.

You must advise us (or your **insurance intermediary** if applicable) immediately if any of your details change, when a change is advised to us, we review your cover; therefore your premium may be altered.

Several Liability.

Our obligations under this **Policy** are several and not joint and are limited solely to the extent of **Our** individual subscription. We are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.

Choice of Law.

This **policy** is governed by the law of the **United Kingdom**.

Rights of Third Parties.

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

GENERAL EXCLUSIONS

The General Exclusions apply to the whole of this insurance **policy** and apply in addition to the “NOT COVERED” within each **policy** section. **Your** insurance does NOT cover the following:

1. **Other Insurance.** Any loss, damage or liability that is also covered by any other insurance **policy**.
2. **Travel outside the Territorial Limits.** Any loss, damage or liability that occurs outside the **territorial limits**
3. **Terrorism, War and Hostilities.** Any result of war, invasion, act of foreign enemy, act of **Terrorism**, hostilities (whether war is declared or not), civil war, revolution, insurrection, rebellion, coup, military or usurped power or destruction of or damage to property by order of any government or public authority except so far as is necessary to meet the minimum required by law.
4. **Earthquake, Radioactivity, Pressure waves, Dangerous Goods or Riot.** Direct or indirect loss, damage to liability caused by or arising from:
 - Earthquake;
 - ionising radiation or contamination from any radioactive nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other dangerous property of any nuclear assembly or nuclear part of that assembly;
 - pressure waves caused by aircraft and other flying objects;
 - carrying any dangerous substances or goods for which you need a police licence (except where we need to provide cover to meet the minimum insurance required by the relevant law).
 - riot or civil commotion occurring in Northern Ireland or outside of the **United Kingdom** (except where we need to provide cover to meet the minimum insurance required by the relevant law).
5. **Contractual liability.** We will not cover any claim as a result of an agreement or contract unless we would have been responsible anyway.
6. **Legal Restrictions.** We will not cover in respect of any cover, claim or benefit under this **Policy** where doing so would breach any sanction, prohibition or other restrictions imposed by any law or regulation.
7. **Asbestos.** We will not cover in respect of Injury, loss, damage, cost or expense of any kind caused by, or contributed to, by, or arising from, the manufacture, production, storage or handling of asbestos or materials containing asbestos. This Exclusion shall not apply to the accidental discovery of asbestos, or materials containing asbestos fibre, provided that without delay, upon discovery all handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, ceases and any subsequent handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, is carried out by qualified licensed subcontractors on terms which will indemnify **You** for all liability arising out of such work.
8. **Proceedings outside of the United Kingdom.** Any proceeding brought against you or judgement passed in any court outside the **United Kingdom**
9. **Removal of Hazardous Materials.** Any **Injury**, loss, damage, cost or expense of any kind caused by, resulting from or in connection with, any component building material that must be removed, encapsulated or otherwise abated because its presence or release is a hazard to human health.
10. **Cyber Liability.** any loss, damage, liability, claim, fine, penalties, cost or expense of whatsoever nature directly or indirectly caused by contributed to by, resulting from, arising out of or in connection with any:
 - Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; or
 - Loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data; where such loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss of, or theft of any Data is directly or indirectly caused by contributed to by, resulting from, arising out of or in connection with a Cyber Act or Cyber Incident

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

However this exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:

- any ensuing Injury; or
- any ensuing physical damage to Property;

resulting from or arising out of a Cyber Incident or a Cyber Act. Nothing contained in the foregoing shall provide coverage for any action taken in controlling preventing suppressing or remediating a Cyber Incident or a Cyber Act.

11. Covid 19 Exclusion. Notwithstanding any provision to the contrary within this policy, within any endorsement to this policy or within any extension to this policy, this policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a) Coronaviruses; and
- b) Coronavirus disease (COVID-19); and
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and
- d) any mutation of or variation of a), b) or c) above; and
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- f) any fear or anticipation of a), b), c), d) or e) above,

regardless of any other cause or event contributing concurrently or in any other sequence thereto

12. Abuse / Molestation. Any loss, damage or liability which in any way arises out of, is based upon or attributable to any actual, attempted or threatened **Abuse**, sexual relations, molestation, sexual contact or intimacy, sexual harassment or sexual exploitation of any person.

13. Administration of Drugs/Pharmaceuticals. Any loss, damage or liability or benefit for any legal liability resulting from or in consequence of the provision and/ or administration of pharmaceuticals or drugs of any nature.

14. Bodily Treatment. Any loss, damage or liability or benefit for any legal liability directly or indirectly resulting from or in consequence of the provision of any medical or other bodily treatment, other than first aid treatments.

15. Professional Services. Any loss, damage or liability or benefit for any legal liability arising out of breach of professional duty or wrongful or inadequate advice, whether a fee is charged or not.

16. PFAS (Perfluorinated compounds, Perfluoroalkyl and Polyfluoroalkyl substances) Absolute Exclusion. It is hereby understood and agreed that, notwithstanding any provision of this contract, or any policy reinsured by this contract, to the contrary, this contract excludes and shall not cover PFAS losses, as defined herein.

This contract does not apply to:

1) any bodily injury, property damage, personal and advertising injury loss, liability, damage, compensation, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with the actual, alleged, or threatened contaminative, pathogenic, toxic or other hazardous properties of PFAS; and

2) any and all losses, costs and expenses resulting from any claim, litigation, dispute, arbitration, investigation or any other legal proceeding or dispute resolution in whole or in part directly or indirectly caused by, arising out of, resulting from, based upon or in any way related to, any of the following conducts, included but not limited to:

-
- a) Actual, alleged or threatened inhalation of, ingestion of, consumption of, contact with, exposure to, existence of or presence of PFAS containing products or materials; or
 - b) Design, manufacturing, production, use, sale, installation, placing on the market, removal, distribution, handling, packaging, storage, marketing, processing of or any other similar business-related activity relating to PFAS-containing products or materials; or
 - c) Testing for, monitoring, cleaning up, abating, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of or in any way responding to, or assessing the effect(s) of PFAS-containing products or materials; or
 - d) Failure to report any PFAS-containing products or materials to authorities; or
 - e) Failure to warn of potential consequences arising from, or the inadequacy of any warning, relating to any of the conduct described in a) through d) above.
1. If the Reinsurer alleges that this exclusion applies to any claim under this reinsurance contract the burden of proving the contrary shall be upon the Reinsured.

To report a new claim

Tel: 0345 600 7770

kinetiQ UNDERWRITING

kinetiQ Underwriting Ltd, Field House, Station Approach, Harlow CM20 2FB

www.kinetiqunderwriting.co.uk

V1.5 July 2024