

selections professional consultants policy

Specially designed for professional
freelance consultants.



dallas kirkland
recruitinsure

part of  insurance



CERTIFICATE OF INSURANCE

PROFESSIONAL CONSULTANTS INSURANCE PACKAGE

Effected through
Dallas Kirkland Recruitinsure
Birchin Court
3rd Floor
20 Birchin Lane
London EC3V 9DU
Tel: 020 7444 0010
Fax: 0870 197 5395
E-Mail: info@dkri.co.uk
www.dallaskirklandrecruitinsure.co.uk

SELECTIONS

PROFESSIONAL CONSULTANTS INSURANCE PACKAGE

SCHEDULE NO. 43UKA10520 TLD/CC/06/

Effected with Ace European Group Limited under the terms of Contract Number 43UKA10520 issued to Dallas Kirkland Recruitinsure

INSURED:

ADDRESS:

S P E C I M E N

BUSINESS DESCRIPTION:

PERIOD OF INSURANCE: (a) From LST to LST

LST (Local Standard Time) means the time applicable on the relevant date at the Address of the Insured as shown above

Renewal Date:

(b) Any subsequent period for which the Insured shall pay and the Company shall accept a Renewal Premium

LIMITS OF INDEMNITY:

Section	Limit of Indemnity
1 Employers' Liability	£ 10,000,000
2 Public Liability	£
3 Products Liability	£
4 Professional Indemnity	£ any one claim in the annual aggregate

PREMIUM:

Sections 1, 2, 3 plus Insurance Premium Tax
Section 4 plus Insurance Premium Tax
(Please note this is a minimum premium and there is no provision under this policy for a return of premium should the policy be cancelled mid-term by the Insured)

ENDORSEMENTS:

- 1) Section 2 subject to an excess of £250 each and every claim in respect of Property Damage.
- 2) Section 4 subject to an excess of £Nil in respect of the first claim and £250 each and every claim thereafter.
- 3) Notice of claims as referred to in the policy wording to be given to Dallas Kirkland (Professions) Ltd at the address shown below.
- 4) Proposal or Renewal Declaration dated
- 5) Retroactive Date in respect of Section 4:
Where a Retroactive Date is shown above the Operative Clause will not apply to claims made against the Insured by reason of wrongful acts committed or alleged to have been committed prior to the said retroactive date.
- 6) It is warranted that any subcontractors utilised by the Insured enjoy their own Combined Liability and Professional Indemnity insurance coverage to the minimum extent of those provided by this policy.
- 7) Section 4 of this Policy does not apply to any liability caused by or arising from any activity where the Insured is formally approved by the Financial Services Authority as the client firm's Compliance Oversight Officer.
- 8) It is warranted that no section of the policy extends to cover the supply of computer hardware.
- 9) It is warranted that all editorial, print and design work is signed off by the Insured's customer(s) prior to going to print, publication or activation in respect of websites

ACE EUROPEAN GROUP LIMITED in consideration of the premium specified herein, hereby agrees to insure against liability to the extent and in the manner herein provided

IN WITNESS WHEREOF this Schedule has been signed for and on behalf of **ACE EUROPEAN GROUP LIMITED** by an Authorised Person:

S P E C I M E N

Date:

.....
DALLAS KIRKLAND RECRUITINSURE, Birchinchin Court, 3rd Floor, 20 Birchinchin Lane, LONDON EC3V 9DU

P07/November 2006

PROFESSIONAL CONSULTANTS INSURANCE PACKAGE

COMBINED LIABILITY - SECTIONS 1, 2, 3

PREAMBLE AND INDEMNITY CLAUSE

In consideration of the Insured paying the Premium to the Company the Company will subject to the terms of this Policy indemnify the Insured against

- A. All sums which the Insured shall become legally liable to pay as damages within the Scope of Cover as defined in any Section to which this Policy applies and which arises in connection with the Business
- B. Claimants costs and expenses arising in respect of any claim against the Insured which may be the subject of indemnity under this Policy
- C. All costs and expenses incurred by or with the written consent of the Company in respect of any claim against the Insured which may be the subject of indemnity under this Policy
- D. The payment of legal fees incurred with the written consent of the Company for representation of the Insured in any proceedings in a court or similar forum arising out of any death or alleged breach of statutory duty the circumstances of which may be the subject of indemnity under this Policy

GENERAL DEFINITIONS

1. **Bodily Injury** shall mean

death injury illness or disease

2. **Business** shall mean

in addition to the description shown in the Schedule

- (i) the ownership and maintenance of premises which are also occupied by the Insured in the course of the Business
- (ii) the provision and management of canteen social sports and welfare organisations for the Insured's Employees
- (iii) the provision and management of first aid fire and ambulance services
- (iv) private work carried out with the consent of the Insured for any director partner or senior official of the Insured by an Employee of the Insured

3. **Company** shall mean

Ace European Group Limited

4. **Costs** shall mean

any sum payable in accordance with B C or D of the Preamble and Indemnity Clause

5. **Employee** shall mean

- (i) any person under a contract of service or apprenticeship with the Insured
- (ii) any labour master or labour only sub-contractor or person supplied by any of them
- (iii) any self employed person
- (iv) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Insured
- (iv) any person participating in any Government or otherwise authorised work experience training study exchange or similar scheme while engaged in working for the Insured in connection with the Business

6. **Goods** shall mean

any goods or products (including containers labelling instructions or advice provided in connection therewith) which are sold supplied erected repaired altered treated or installed by the Insured in the course of the Business

7. **Insured** shall mean

- (a) the first named party in the Schedule
- (b) any subsidiary company of the first named party and which is named in the Schedule operating in or from premises in the United Kingdom
- (c) at the request of the Insured
 - (i) any director or Employee of the Insured while acting on behalf of or in the course of their employment or engagement in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim against any such person had been made against the Insured
 - (ii) any officer member or Employee of the Insured's social sports or welfare organisation or fire first aid or ambulance service in their respective capacity as such
 - (iii) any director partner or senior official of the Insured in respect of private work carried out by any Employee of the Insured for any such person with the consent of the Insured
- (d) in the event of the death of the Insured the personal representatives of the Insured in respect of liability incurred by the Insured

Provided that if indemnity is extended to any party in (c)(i), (ii), (iii) or (d) above that party shall be subject to the terms of this Policy so far as they can apply and in any event the liability of the Company shall not exceed the Limit of Indemnity

8. **Limit of Indemnity** shall mean

the limit (inclusive of Costs) applicable to the relevant Section of this Policy as specified in the Schedule and is the maximum amount payable by the Company

9. **Offshore** shall mean

from the time of embarkation by an Employee onto a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation by that Employee from a conveyance onto land upon return from an offshore rig or offshore platform

10. **Period of Insurance** shall mean

the period specified in the Schedule and/or such other period(s) agreed by the Company

11. **Policy** shall mean

- (i) all information provided to the Company as part of a proposal for issue renewal or amendment of or to the insurance set out in this document
 - (ii) all terms provisions exclusions conditions and Limits of Indemnity set out in this document
 - (iii) the Schedule notices and other documents attaching from time to time
 - (iv) all endorsements incorporated in and issued from time to time for incorporation in this document
- all of which shall be read together and constitute the contract of insurance

12. **Pollution** shall mean

- (a) pollution or contamination by naturally occurring or man-made substances forces organisms or any combination of them whether permanent or transitory and
- (b) all loss or damage or injury directly or indirectly caused by such pollution or contamination

13. **Property** shall mean

property which is both material and tangible

14. **Schedule** shall mean

the Schedule for the time being in force

15. **United Kingdom** shall mean

England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

SECTION 1 - EMPLOYERS' LIABILITY

1. SCOPE OF COVER UNDER SECTION 1

Bodily injury to any Employee of the Insured arising out of and in the course of their employment or engagement by the Insured and caused during the Period of Insurance

(a) in the United Kingdom

(b) whilst temporarily outside the United Kingdom provided that any such Employee is ordinarily resident in the United Kingdom

2. EXCLUSIONS TO SECTION 1

(a) Employee Passengers

The Company shall not indemnify the Insured under this Section in respect of Bodily Injury to an Employee of the Insured if at the relevant time the Employee is

- travelling as a passenger in or on a motor vehicle
- entering getting on to or alighting from a vehicle

in circumstances where compulsory insurance or security in respect of the vehicle is required by relevant road traffic legislation and such Employee is not acting in the capacity of the driver of the vehicle

(b) Offshore

The Company shall not indemnify the Insured under this Section against liability arising Offshore

(c) Terrorism

The Company shall not indemnify the Insured under this Section against any liability caused by or arising from

a) an Act of Terrorism

and/or

b) Bodily Injury, 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.

For the purpose of this Exclusion an Act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Provided that this Exclusion shall only apply in respect of payments for damages and costs and expenses of amounts in excess of £5,000,000 for any one claim or series of claims arising out of any one occurrence.

If the Company alleges that by reason of this Exclusion any liability is not covered by this Policy, the onus of proving to the contrary shall be upon the Insured.

3. RIGHTS OF RECOVERY

The indemnity provided under this Section is deemed to be in accordance with such provisions as any law relating to compulsory insurance of liability to employees in the United Kingdom may require but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law

4. EXTENSION TO SECTION 1

Unless expressed to the contrary the Extension to this Section is subject to all other terms of this Policy so far as they can apply

Unsatisfied Courts Judgement

In the event of a judgement for damages

- being obtained in the first instance under the jurisdiction of a court in the United Kingdom.
- by any Employee or the personal representatives of any Employee in respect of Bodily Injury arising out of and in the course of the Employee's employment or engagement by the Insured at the request of the Insured the Company will pay to the Employee or the personal representatives of the Employee the amount of any damages or awarded costs to the extent that they remain unsatisfied

Provided that

- (a) there is no appeal outstanding
- (b) the judgement relates to Bodily Injury which would otherwise be within the Scope of Cover of this Section of the Policy
- (c) any payment made by the Company shall only be in respect of liability for which the Insured would have been entitled to indemnity under this Section of the Policy if the judgement had been made against the Insured
- (d) the Company shall be entitled to take over and prosecute for its own benefit any claim against any other person and the Insured the Employee or the personal representatives of the Employee shall give all information and assistance required

5. LIMIT OF INDEMNITY TO SECTION 1

The liability of the Company in respect of all claims arising out of one original cause shall not exceed the Limit of Indemnity irrespective of the number of claims or claimants

SECTION 2 - PUBLIC LIABILITY

1. SCOPE OF COVER UNDER SECTION 2

- (a) Accidental Bodily Injury to any person
- (b) Accidental loss of or damage to Property happening anywhere within the Geographical Limits of this Section during the Period of Insurance

2. EXCLUSIONS TO SECTION 2

The Company shall not indemnify the Insured under this Section against liability

(a) Custody or Control

for loss of or damage to Property belonging to the Insured or in the custody or control of the Insured or of any Employee of the Insured other than

- (i) Property belonging to an Employee or visitor
- (ii) any premises including contents (not being premises leased to the Insured) which are temporarily occupied by the Insured for the purpose of carrying out work in or to such premises

(b) Aircraft/Watercraft/Vehicles

arising from the ownership possession or use under the control of the Insured or of any Employee of the Insured of

(i) any mechanically propelled vehicle

However this part of this exclusion shall not apply in respect of Bodily Injury or loss of or damage to Property arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by relevant road traffic legislation and the Insured is not entitled to indemnity under any other insurance or indemnity

(ii) any aircraft or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length

(c) Products

caused by any Goods after they have ceased to be in the custody or control of the Insured other than food or drink for consumption on the Insured's premises

(d) Advice

caused by or arising from

(i) advice design or specification given for a fee

(ii) professional services rendered

by or on behalf of the Insured

3. GEOGRAPHICAL LIMITS TO SECTION 2

(a) The United Kingdom and offshore installations within the continental shelf around the United Kingdom

(b) Elsewhere in Europe but only in connection with the Business carried on by the Insured at or from any premises situated in the United Kingdom

(c) Elsewhere in the world arising out of business visits by directors or non-manual Employees ordinarily resident in the United Kingdom

4. EXTENSIONS TO SECTION 2

Unless expressed to the contrary the Extensions to this Section are subject to all other terms of this Policy so far as they can apply.

(a) Defective Premises

The Company will indemnify the Insured under this Section against liability in respect of Bodily Injury or loss of or damage to Property arising in respect of any premises disposed of by the Insured

However this indemnity shall not apply in respect of loss of or damage to or any costs or expenses incurred in repairing replacing or making any refund in respect of any such premises

(b) Leased Premises

The Company will indemnify the Insured under this Section against liability for loss of or damage to premises or fixtures or fittings thereof which are leased or rented to the Insured

However this indemnity shall not apply in respect of liability for

(i) loss or damage if the liability is assumed under a tenancy or other agreement and would not have attached in the absence of such agreement

(ii) the first £250 of such loss or damage caused otherwise than by fire or explosion

(c) Contingent Liability (Non-Owned Vehicles)

The Company will indemnify the Insured under this Section in respect of legal liability for Bodily Injury and loss of or damage to Property arising out of the use of any motor vehicle which is neither the property of nor provided by the Insured being used in connection with the Business.

However this indemnity shall not apply in respect of

- (a) loss of or damage to any such vehicle
 - (b) Bodily Injury or loss of or damage to Property while such vehicle is being driven by the Insured
 - (c) Bodily Injury or loss of or damage to Property while such vehicle is being driven with the general consent of the Insured or of his representative by any person who to the knowledge of the Insured or such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
 - (d) liability arising from circumstances in which it is compulsory for the Insured to provide security in respect of such vehicle as a requirement of any road traffic legislation
 - (e) a vehicle being used outside the United Kingdom
- For the purposes of this Extension the Insured shall be as defined in General Definitions 7(a) and (b) only

(d) Obstruction and Loss of Amenities etc.

The Company will indemnify the Insured under this Section against liability in respect of accidental obstruction loss of amenities trespass nuisance or interference with any right of way light air or water

5. LIMIT OF INDEMNITY TO SECTION 2

The liability of the Company in respect of all claims arising out of one original cause shall not exceed the Limit of Indemnity irrespective of the number of claims or claimants

SECTION 3 - PRODUCTS LIABILITY

1. SCOPE OF COVER UNDER SECTION 3

- (a) Accidental Bodily Injury to any person
- (b) Accidental loss of or damage to Property happening anywhere in the world during the Period of Insurance and caused by any Goods

2. EXCLUSIONS TO SECTION 3

Goods Sold

The Company shall not indemnify the Insured under this Section against liability caused by or in connection with any Goods which

- (a) to the knowledge of the Insured are sold supplied erected repaired altered treated or installed by the Insured in or for delivery or use in the United States of America or Canada
- (b) are sold supplied erected repaired altered treated or installed in or for use in or on any aircraft aerospace device hovercraft or waterborne craft or for marine or aviation purposes
- (c) are in the custody or control of the Insured

3. LIMIT OF INDEMNITY TO SECTION 3

The liability of the Company for all sums payable in respect of any one Period of Insurance shall not exceed the Limit of Indemnity

PROFESSIONAL INDEMNITY - SECTION 4

Whereas the Insured stated in the Schedule have submitted to the Company specified in the Schedule a signed proposal form and/or declaration form containing particulars and statements which are hereby considered to be the basis of this insurance contract and incorporated herein and in consideration of the Insured paying the Premium stated in the Schedule to the Company it is hereby agreed:-

1. OPERATIVE CLAUSE

The Company will indemnify the Insured to the extent and in the manner detailed herein against any claim for which the Insured may become legally liable, first made against the Insured and notified to the Company during the Policy Period, arising out of the proper professional conduct of the Insured's Business as stated in the Schedule alleging:

(a) Neglect Error or Omission

any neglect error or omission including breach of contract occasioned by the same

(b) Dishonesty of Employees

any dishonest, fraudulent, criminal or malicious act(s) or omission(s) of any person employed at any time by the Insured

The Insured will not be indemnified against any claim or loss resulting from the dishonest, fraudulent, criminal or malicious act(s) or omission(s) perpetrated after the Insured could reasonably have discovered or suspected the improper conduct of the employee(s)

No indemnity shall be provided to any person committing any dishonest, fraudulent, criminal or malicious act(s) or omission(s)

(c) Intellectual Property Rights

any claim arising from unintentional breach or infringement of or unauthorised use of confidential information, trade secrets, patents, copyrights, or the systems or programs of others

(d) Libel and Slander

any claim arising from the publication or utterance of a libel or slander

2. LOSS OF DOCUMENTS

The Company will indemnify the Insured up to the Limit of Indemnity as specified in the Schedule against:

(a) legal liability which the Insured may incur by reason of any claim first made against the Insured and notified to the Company during the Policy Period in consequence of Documents having been lost, damaged, destroyed, mislaid, distorted or erased;

(b) all costs, charges and expenses incurred by the Insured in replacing or restoring such Documents;

(c) all costs, charges and expenses incurred by the Company or by the Insured with the written consent of the Company in the defence settlement or investigation of any claim to establish liability as described in (a) above;

Provided that for the purposes of this Section the Excess shall be £250 and provided that the amount of any costs, charges and expenses incurred by the Insured as described in (b) and (c) above shall be supported by bills and accounts which shall be subject to approval by a competent person to be nominated by the Company with the approval of the Insured. Indemnity is conditional upon the Documents having been entrusted to or deposited with or by the Insured in the ordinary course of their Business and where lost or mislaid have been the subject of diligent search by the Insured

For the purposes of this Section, Documents shall include:

Agreements, plans, records, deeds, books, letters, certificates, documents or forms of any nature whatsoever, whether written, printed or reproduced by any other method and computer programs or information stored on data carrying media and shall exclude:

any bearer bonds or coupons, stamps, bank or currency notes or other negotiable instruments

3. INFIDELITY OF EMPLOYEES

The Company will indemnify the Insured up to the Limit of Indemnity as specified in the Schedule against:

any loss of money or other property belonging to the Insured which is first discovered and notified to the Company during the Policy Period and arising from the dishonest, fraudulent, criminal or malicious act(s) or omission(s) of any persons employed at any time by the Insured

The Insured will not be indemnified against any claim or loss resulting from the dishonest, fraudulent, criminal or malicious act(s) or omission(s) perpetrated after the Insured could reasonably have discovered or suspected the improper conduct of the employee(s)

No indemnity shall be provided to any person committing any dishonest fraudulent, criminal or malicious act(s) or omissions(s)

4. DEFINITION OF TERM 'INSURED' APPLICABLE TO SECTION 4

The definition of the term 'Insured' as stated in the Schedule shall include the following persons but only in respect of work undertaken for and on behalf of the Insured:-

- (a) Any person who at any time is has been or may become during the Policy Period a partner or director
- (b) Any person who is or has been employed under a contract of service including self-employed persons
- (c) The estates and/or the legal representatives in the event of the death or incapacity of the Insured or of any of the persons defined in (a) and (b) above

5. JOINT VENTURES

Subject to prior notification to and acceptance by the Company, the Company will indemnify the Insured in respect of any liability for work undertaken by any firm, company or individual with whom the Insured is operating jointly and any joint venture and/or consortium which includes the Insured but in respect of the Insured's liability only

6. SPECIALIST CONSULTANTS/SUB-CONTRACTORS

The Company will indemnify the Insured in respect of any liability for claims falling within the Operative Clause of this Policy arising out of the activities of specialist consultants, sub-contractors or any other person(s) or entity acting on the Insured's behalf and for whom the Insured is responsible Provided always that the Company shall become subrogated to all rights of recourse of the Insured, such rights to be fully maintained by the Insured

7. EXCLUSIONS

The Company will not provide indemnity against:

(a) Injury or Damage

Any claim or loss alleging death or bodily injury to any person or physical loss or damage to property (except insofar as indemnified by the Loss of Documents Section) unless such claim or loss arises out of advice, design, specification or formula

(b) Prior Knowledge

Any claim or circumstances known to the Insured prior to the inception of this Policy and which the Insured at such time knew or should have reasonably assumed might result in a claim against the Insured

(c) Prior Insurance

Any claim or loss arising out of any circumstances or matter which has or should have been notified under any Policy or Certificate of Insurance in force prior to the inception of this Policy

(d) Other Insurance

Any claim or loss in respect of which the Insured is entitled to indemnity under any other Policy or Certificate of Insurance

(e) Controlling Interests

Any claim made against the Insured by any entity in which the Insured exercises a controlling interest or by any entity having a controlling interest over the Insured by virtue of their having a financial or executive interest in the operation of the Insured unless such claim originates from an independent third party

(f) Fines, etc.

Any fines, penalties, punitive or exemplary damages

(g) Reclaimed fees

Any fees claimed back by a customer of the Insured due to or allegedly due to total nonperformance of the Insured's contractual obligations to that customer unless such fees form part of a compromise settlement involving a claim for damages

(h) Supply of Hardware

Any claim or loss arising out of the sale and/or supply of hardware other than advice given in connection therewith

(i) Radioactive Contamination, War, etc.

Any claim directly or indirectly caused in whole or in part by or arising from ionising radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority

(j) Asbestos

for any loss demand claim or suit arising out of or related in any way to asbestos or asbestos-containing materials.

The Company shall have no duty of any kind with respect to any such loss demand claim or suit.

8. CONDITIONS

(a) Failure to Agree

In the event that the Insured and the Company fail to agree on any settlement of a claim recommended by the Company and the Insured shall elect to contest or continue any legal proceedings in connection therewith then the Company's liability for such claim, in addition to the costs and expenses incurred with the Company's consent up to the date of such failure to agree, shall not exceed the amount for which the claim could have been so settled, less the Excess and subject always to the Limit of Indemnity available under this Policy

(b) False Claims

If the Insured shall refer any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited

(c) Rights Against Employees

If any payment is made under this Policy in respect of a claim and the Company are thereupon subrogated to the Insured's rights of recovery in relation thereto, the Company shall not exercise

any such rights against any employee of the Insured unless the claim has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act(s) or omission(s) of such employee

(d) Non-disclosure

The statements in the written declaration and/or proposal form are the basis of this Policy and this Policy shall not be avoided for a non-disclosure or misrepresentation of such statements unless the non-disclosure or misrepresentation was made deliberately and knowingly by the Insured so as to induce the Company to accept the insurance or to decide upon the terms thereof and the Company were so induced

In any case where the Insured should have notified under any preceding insurance circumstances which could give rise to a claim and the indemnity or cover available under this Policy is greater or wider in scope than the indemnity to which the Insured would have been entitled under any preceding insurance (whether with other Company or not) then the Company shall only be liable to indemnify the Insured in respect of that claim to the extent of the indemnity which would have been afforded by such preceding insurance

Where the Insured's breach of non-compliance with any condition of this Policy has resulted in prejudice to the handling or settlement of any claim the indemnity afforded by this Policy in respect of such claim shall be reduced to such sum as in the Company's opinion would have been payable by them in the absence of such prejudice

(e) Queen's Counsel

In the event of any dispute or disagreement between the Insured and the Company regarding the application of this Policy such dispute or disagreement shall be referred by either party for arbitration to a Queen's Counsel (or by mutual agreement between the Insured and the Company a similar authority)

(f) Solicitor's Advice

In the event that the Company are advised by their Solicitors that they should make payment of the Limit of Indemnity, together with costs and expenses incurred by the Insured with the Company's written consent in respect of any claim or circumstance notified hereunder, this shall be in exoneration and total discharge of any further liability of any kind whatsoever in connection with such claim or occurrences for which the Company may be liable to the Insured under this Policy

(g) Change of Management

The Insured shall immediately advise the Company of any change of management due to any consolidation or merger with another business, the purchase or sale of assets or shares, or the appointment of a Liquidator, Receiver or Manager

9. LIMIT OF INDEMNITY

(a) The Company's liability hereon shall be limited to the Limit of Indemnity specified in the Schedule

(b) Within such Limit of Indemnity the Company will indemnify the Insured against all costs and expenses incurred with the Company's written consent in the investigation, defence or settlement of any claim which falls to be dealt with under this Policy. If a payment in excess of the specified Limit of Indemnity is required to dispose of a claim, the Company's liability for such costs and expenses shall be in such proportion as the Limit of Indemnity available bears to the amount required to dispose of that claim

10. EXCESS

The amount specified as the Excess in the Schedule shall be borne by the Insured at their own risk and the Company's liability shall only be in excess of this amount except where stated otherwise and will not apply to costs and expenses incurred with the Company's prior consent

All recoveries and payments received in connection with a loss settlement shall be applied to the Company's benefit in priority to the specified Excess but not in priority to any additional sum beyond the Limit of Indemnity required to be contributed by the Insured to dispose of a claim

11. DEFINITION OF CLAIM

The expression 'claim' shall mean any claim or claims made against the Insured during the Policy Period and the Company's liability shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule. The Excess shall only apply once in respect of each claim or series of claims arising out of one Occurrence

12. CLAIMS PROCEDURES

The Insured's duties

It is a condition precedent to the Company's liability under this Policy that:

(a) upon receipt by or on behalf of the Insured of notice whether written or oral of any intention to make a claim against the Insured which may be the subject of indemnity hereunder or of any allegation which might give rise to a claim, or upon the discovery of a circumstance which may become the subject of indemnity hereunder the Insured shall notify the Company in writing of such receipt, allegation or discovery as soon as practicable and shall provide full information in respect thereof so far as such information is in their possession or control

If during the Policy Period hereof the Insured shall become aware of a circumstance which may subsequently be the subject of a claim under this Policy and shall, as soon as practicable during the Policy Period, give written notice to the Company of such circumstances then such subsequent claim hereunder shall be deemed for the purposes of this Policy to have been made during the Policy Period

(b) the Insured shall not admit liability for or settle or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder or incur any costs and expenses in connection therewith without the written consent of the Company who, if they so wish, shall be entitled to take over and conduct in the name of the Insured the defence and/or settlement of any claim for which purpose the Insured shall give all information and assistance as the Company may reasonably require

13. GEOGRAPHICAL LIMITS

(a) The United Kingdom and offshore installations within the continental shelf around the United Kingdom

(b) Elsewhere in Europe but only in connection with the Business carried on by the Insured at or from any premises situated in the United Kingdom

(c) Elsewhere in the world other than the United States of America or Canada arising out of business visits by directors or non-manual Employees ordinarily resident in the United Kingdom

GENERAL EXTENSIONS

Unless expressed to the contrary these General Extensions are subject to all other terms of this Policy so far as they can apply

General Extensions 1 2 3 and 5 do not apply to Section 4 – Professional Indemnity

1. GENERAL EXTENSION - CONTRACTUAL LIABILITY AND INDEMNITY TO PRINCIPAL

Notwithstanding General Exclusion 1 the Company will indemnify in the terms of this Policy

(i) the Insured in respect of liability assumed under any contract or agreement entered into by the Insured with any Principal where such liability arises out of the performance by the Insured of such contract or agreement

(ii) any Principal with whom the Insured has entered into a contract or agreement to the extent required by such contract or agreement in respect of liability arising out of the performance thereof by the Insured

Provided that

a) this Extension applies only to liability in respect of Bodily Injury and/or loss of or damage to Property

- b) the conduct and control of claims is vested in the Company
- c) this Extension does not apply to liability in respect of liquidated damages or under any penalty clause
- d) the Principal shall observe fulfil and be subject to the terms of this Policy in so far as they can apply
- e) nothing in this Extension shall increase the liability of the Company to pay any amount in excess of the Limit of Indemnity under any Section of this Policy
- f) the term Principal shall mean the other party to any contract or agreement for whom the Insured is undertaking work or services or providing Goods where such party is responsible for setting out the terms of the contract or agreement.

2. GENERAL EXTENSION - CROSS LIABILITIES

If the Insured named in the Schedule comprises more than one party the Company will treat each party as though a separate Policy had been issued to each of them

However nothing in this Extension shall increase the liability of the Company to pay any amount in excess of the Limit of Indemnity under any Section of this Policy

3. GENERAL EXTENSION - SUDDEN AND UNINTENDED POLLUTION

Notwithstanding the provisions of General Exclusion 4 (e) the Company will indemnify the Insured under Section 2 and Section 3 against liability in respect of either Bodily Injury or loss of or damage to Property caused solely by Pollution which results from a sudden identifiable unintended and unexpected incident and such incident takes place in its entirety at a specific and identified time and place during the Period of Insurance

Provided that

- (a) all Pollution which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
- (b) the Company shall not indemnify the Insured under this Extension against any liability in respect of Pollution happening anywhere in the United States of America or Canada
- (c) nothing in this Extension shall increase the liability of the Company to pay any amount in excess of the Limit of Indemnity under any Section of this Policy

4. GENERAL EXTENSION - COURT ATTENDANCE COMPENSATION

In the event of any of the undermentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under any Section of this Policy the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- (a) any director or partner of the Insured £250
- (b) any Employee £100

5. GENERAL EXTENSION - PROSECUTION DEFENCE COSTS

The Company will indemnify the Insured against

- costs and expenses incurred with the written consent of the Company
- costs and expenses awarded against either the Insured or any director or Employee of the Insured

in connection with a prosecution (including an appeal against conviction resulting from a prosecution) as a result of an alleged offence notice of which is received during the Period of Insurance under any legislation in the United Kingdom giving rise to duties in relation to the Business where the circumstances of the alleged offence may be the subject of indemnity under any Section of this Policy

Provided always that the Company shall not be liable

- (a) for the payment of any fine or any penalty
- (b) where the prosecution results from a deliberate management decision act or omission of management.

GENERAL EXCLUSIONS

General Exclusions 2 and 4 do not apply to Section 4 – Professional Indemnity

1. Contractual Liability

The Company shall not indemnify the Insured against any liability which is assumed by the Insured by agreement unless such liability would have attached in the absence of such agreement

2. Radioactive Contamination

The Company shall not indemnify the Insured under this Policy against any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

However so far as concerns Bodily Injury to any Employee which arises out of and in the course of his employment or engagement by the Insured this exclusion shall not apply in respect of

- liability of any Principal
- liability assumed by the Insured by agreement and which would not have attached in the absence of such Agreement

3. Punitive Damages, etc.

The Company shall not indemnify the Insured under this Policy against liability for

- (a) punitive exemplary aggravated or restitutionary damages
- (b) multiple damages but this exclusion shall not apply in respect of the original award of damages made prior to the application of the multiplier

4. Injury to Employees, etc.

The Company shall not indemnify the Insured under Section 2 or Section 3 of the Policy against liability

- (a) in respect of Bodily Injury to any Employee which arises out of and in the course of their employment or engagement by the Insured
- (b) for any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- (c) in respect of loss of or damage to goods
- (d) for any costs or expenses incurred in repairing replacing recalling or making any refund in respect of Goods
- (e) in respect of Pollution

GENERAL CONDITIONS

1. The Insured shall

- (a) give immediate notice in writing to the Company of any alteration which materially affects the risk insured
- (b) give immediate notice to the Company of anything which may give rise to a claim being made against the Insured and for which there may be liability under this Policy
The Insured shall also provide the Company with such particulars as the Company may require and forward to the Company immediately on receipt every letter writ summons and process in connection therewith
- (c) give immediate notice in writing to the Company once the Insured has knowledge of any impending prosecution inquest or fatal accident inquiry in connection therewith
- (d) give all information and assistance required and neither make any admission of liability nor any offer promise or payment without the written consent of the Company
- (e) take all reasonable care to prevent accidents and to maintain all premises plant and equipment and everything used in the Business of the Insured in proper repair
- (f) employ only competent Employees
- (g) act in accordance with all statutory obligations and regulations
- (h) forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances require
- (i) where the premium is calculated on statements and estimates furnished by the Insured
- (i) keep an accurate record of all relevant particulars
- (ii) at any reasonable time allow the Company to inspect such record
- (iii) within one month of the expiry of each Period of Insurance furnish to the Company such information as the Company requires for such expired period and in that event shall pay to or be allowed by the Company such difference in premium as shall be calculated by the Company for that period subject to any agreed minimum premium
- (j) pay any tax due on the Premium in accordance with current legislation
- (k) observe the terms of this Policy in so far as they relate to anything to be done or to be complied with by the Insured

Nothing in parts 1(e), 1(f), 1(g), 1(h) or 1(k) of this Condition shall affect the right of the Insured to claim indemnity under Section 1 of this Policy subject to the Rights of Recovery as set out in that Section of this Policy

2. The Company shall be entitled at any time and at its own discretion

- (a) to take over and conduct in the name of the Insured the defence of or the settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other parties or persons
- (b) to pay to the Insured the Limit of Indemnity less any Costs incurred by the Company or any lesser sums for which any claim or claims under any Section of this Policy can be settled In that event the Company shall not be under any further liability
- (c) to cancel this Policy by sending thirty days notice by recorded delivery post to the Insured at his last known address In such event the Insured shall become entitled either to a return of a premium or a credit as appropriate of a proportionate part of the premium corresponding to the unexpired Period of Insurance

3. If at the time any claim arises under this insurance the Insured is or would but for the existence of this insurance be entitled to indemnity under any other insurance the Company shall not be liable except in respect of any excess beyond the amount which would have been payable under such other insurance had this insurance not been effected.

4. The truth of statements answers and information supplied in connection with this Policy shall be a condition precedent to any liability of the Company to make any payment under this Policy
This Condition does not apply to Section 4

Nothing in this Condition shall affect the right of the Insured to claim indemnity under Section 1 of this Policy subject to the Rights of Recovery as set out in that Section of this Policy

5. Where the context allows any word or expression to which a specific meaning has been attached in any part of this Policy shall bear that meaning wherever it may appear
6. There is a choice of law under this insurance but unless otherwise agreed by the Company this Policy is governed by and shall be construed in accordance with English law
7. A person or company who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Act 1999 in respect of this Policy. This condition does not affect any right or remedy which exists or is available notwithstanding such Act

COMPLAINTS PROCEDURE

We are dedicated to providing you with a high quality service, and want to maintain this at all times. If you feel that we have not offered you a first class service or you wish to make an enquiry regarding this insurance please contact the intermediary who arranged this insurance for you or the manager of the branch of the company which issued your policy.

If you are still not satisfied you may write to our Chief Executive of the company at ACE's head office – the address is shown on your policy.

ACE European Group Limited is a member of the Financial Ombudsman Service (FOS) and in limited circumstances you can approach them for assistance if you remain dissatisfied with our response. Those limited circumstances are where the policy is taken out by

- a) an individual
- b) a business with an annual group turnover of less than £1m
- c) a charity with annual income of less than £1m and
- d) a trustee of a trust that has a net asset value of less than £1m.

The FOS's contact details are FOS South Quay 183 Marsh Wall London E14 9SR.
Phone 0845 080 1800
e-mail enquiries@financial-ombudsman.org.uk

DATA PROTECTION

ACE European Group Limited and its group companies ('ACE') will use the information supplied during the formation and performance of this Policy for policy administration customer services paying claims and fraud prevention. ACE may disclose this information to our service providers and both you and our agents for these purposes. We will keep this information for a reasonable period.


Where sensitive personal data has been disclosed, including any medical or criminal record information ACE will also use this information for the above purposes. ACE may also transfer certain information to countries that do not provide the same level of data protection as the UK for the above purposes. A contract will be in place to ensure the information transferred is protected.

Individuals whose information has been supplied to ACE have a right to ask for a copy of that information and to have any inaccuracies corrected. ACE may record telephone calls to make sure it follows instructions correctly and for staff training purposes.

When personal or sensitive data is supplied to ACE about third parties other than the insured, both during the formation and performance of this policy, ACE assumes that those third parties consent to the supply of this information to ACE, to ACE processing this data, including sensitive personal data, and to the transfer of their information abroad. ACE will also assume that the supplier of the information is authorised to receive, on their behalf, any data protection notices.

This policy is arranged by:

dallas kirkland recruitinsure

part of  insurance

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Dallas Kirkland Recruitinsure is a trading name of INK Underwriting Agencies Limited.



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