

**EMPLOYERS', PUBLIC AND PRODUCTS  
LIABILITY**

**POLICY WORDING**

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## IMPORTANT INFORMATION

### YOUR RIGHT TO CANCEL

If this policy does not meet your requirements please return all documents and certificates to the broker who arranged the policy within fourteen days of receipt. Provided you have not made a claim we will return the premium in accordance with the Condition 4 – Cancellation.

### TERMINATION

If you wish to terminate this policy at any other time, please contact your insurance broker. Provided you have not made a claim we will allow a refund of premium in accordance with the Condition 4 – Cancellation.

### MAKING A CLAIM

If you need to make a claim, or you need to inform us of an incident or circumstance that may constitute a claim, in the first instance please contact your insurance broker who arranged the policy for you. Your insurance broker will be able to supply you with the relevant claim form and will inform us, and we will deal with your claim in a fair and impartial way and as quickly as possible.

### MAKING A COMPLAINT

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times.

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact

Choice Insurance Agency Ltd  
Suite 3  
4a Southchurch Road  
Southend-on-Sea  
Essex  
SS1 2NE

In the event that you remain dissatisfied and wish to make a complaint it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's.

Their address is:

*Complaints  
Lloyd's  
One Lime Street  
London  
EC3M 7HA*

Tel No: 020 7327 5693  
Fax No: 020 7327 5225  
E-mail: [Complaints@Lloyds.com](mailto:Complaints@Lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in the leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address. If you remain dissatisfied after Lloyd's had considered your

complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## **ABOUT OUR REGULATOR**

Argenta Syndicate Management Limited (registered number 204974) (ASML) is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the PRA. The FCA's website, which includes a register of all regulated firms can be visited at [www.fca.org.uk/register](http://www.fca.org.uk/register).

## **APPLICABLE COMPENSATION SCHEMES**

As a result of ASML's regulatory status, the Financial Services Compensation Scheme (FSCS) may be available to satisfy your claims if we are unable to meet our obligations to you under this contract. The FSCS is the UK's statutory fund of last resort for customers of financial services firms.

If you are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract and your eligibility. Further information about the Scheme, including who is entitled to make a claim under it and the maximum levels of compensation, are available from:

Financial Services Compensation Scheme  
10th Floor  
Beaufort House  
15 St Botolph Street  
London  
EC3A 7QU

## **HOW WE USE YOUR INFORMATION**

We may use the personal and business details you have given us or which are supplied by third parties including directors, officers, partners and employees to: provide you with a quotation; deal with your Policy; search credit reference and fraud agencies who may keep a record of the search; share with other insurance organisations to help offset risks, help administer your Policy and to handle claims and prevent fraud; support the development of our business by including your details in customer surveys and for market research and compliance business reviews which may be carried out by third parties acting on our behalf.

We may need to collect 'special category' data relating to insured persons, which under the EU General Data Protection Regulation (GDPR) and Data Protection Act 2018 (DPA), includes information relating to health. In addition, we may also need to collect data about criminal convictions or offences. These types of information may be required for the purpose of evaluating the risk or administering claims which may occur. You must ensure that you have explicit written consent from the insured persons to such information being processed by us and that this fact is made known to the insured persons.

Personal data may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of applicable data protection laws.

Under the GDPR and DPA 2018 individuals also have a number of rights relating to their personal information, which includes the right to access their personal data and supplementary information, which can be requested free of charge.

Please contact:

Data Protection Officer  
Argenta Syndicate Management Limited  
5th Floor  
70 Gracechurch Street  
London EC3V 0XL

For further detailed information about how we process personal data please refer to our privacy policy on our website at <http://www.argentagroup.com/sites/default/files/PrivacyNotice.pdf>. Alternatively you can request a copy of our privacy policy by writing to the above address.

## **EMPLOYERS' LIABILITY TRACING OFFICE**

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office (the 'ELTO') and added to an electronic database, (the Database').

This information will be made available in a specified and readily available form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for the employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the 'Claimants'):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

**By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes.**

## INTRODUCTION

Please read this policy together with the Schedule and notify us immediately of any errors or omissions.

The Schedule attached to this booklet provides details of the sections that are operative and the cover that has been agreed.

This Introduction, the Operative and Indemnity Clause, the Definitions, Extensions, Conditions, Exclusions, Sections, the Schedule and any Endorsements all form part of this Policy. There are also conditions contained in this Policy that are conditions precedent to Our liability. It is important that You comply with any conditions precedent in addition to Your duties under each section and under the Policy as a whole. If You breach any of these We may deny Your claim, or reduce the amount We pay You.

Wherever a particular meaning has been given to a word or expression in the General Definitions or the Definitions within the Sections of the policy, the same meaning will attach to the word or expression whenever it appears in the Policy or Section respectively.

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

We would draw your attention to the General Condition – Insurance Voidable where in the event of deliberate or reckless misrepresentation and/or non-disclosure of any unusual or special circumstances which increase the risk, we may void the policy.

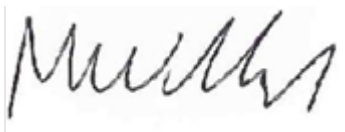
Our continued acceptance is based on any changes from the original information presented being advised and accepted by us.

We also draw your attention to the General Condition – Alteration where a change in risk shall allow us to avoid a claim or impose additional terms or conditions.

If you are in any doubt about any of the above you should consult your insurance broker or advisor.

We will provide the insurance described in this Policy subject to its terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which you shall pay and we shall agree to accept the premium.

Signed on behalf of the Insurers



Choice Insurance Agency Ltd  
Acting on behalf of Argenta Syndicate 2121 at Lloyd's.

## DEFINITIONS

### **The Business**

Your Business as described in the Schedule including

- a) the ownership, repair and maintenance and decoration of Your premises
- b) the provision and management of canteen, social, sports and welfare organisations for the benefit of any employee
- c) fire, first aid, medical, ambulance and security services but excluding the provision of any first aid administered by a qualified medical practitioner or nurse

### **Communicable Disease**

Any disease, illness or condition which is caused by or can be transmitted by means of any substance or agent from any organism to another organism (human or otherwise) where:

- a) the substance or agent includes, but is not limited to, any pathogen, virus, bacterium, parasite, fungus or other organism, micro-organism or any variation or mutation thereof, whether deemed living or not, and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

### **Damage**

Loss destruction or damage.

### **Data**

Information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

### **Employee**

- (a) a person under a contract of service or apprenticeship with You or who is retired from full-time employment with You but who is still working for You as a consultant under Your control or direction
- (b) a labour master or labour only sub-contractor or person supplied or employed by them
- (c) a self employed person
- (d) a person hired to or borrowed by You including but not limited to a person on secondment from another employer
- (e) a person under a work experience or training scheme
- (f) voluntary workers
- (g) a person supplied to You under a contract or agreement the terms of which deem such person to be in Your employment

whilst working under Your direction and control in connection with the Business

**Excess**

The total amount inclusive of claimant's costs fees and expenses as stated in the Schedule payable by You or any other person entitled to receive indemnity before We are liable to make any payment

It being agreed that if any payment made by Us shall include this amount such amount shall be repaid to Us forthwith

**Injury**

Death, bodily injury, illness or disease of or to any person

**The Insured/You/Your**

The person(s), company or group of companies, or legal liability partnership stated in the Schedule as The Insured.

**The Insurers/We/Us/Our**

Argenta Syndicate 2121 at Lloyd's

**Offshore**

Embarkation on to a vessel or aircraft for conveyance at the point of final departure to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

**Period Of Insurance**

The period shown in the Schedule for which We accept payment of a premium.

**Pollution**

Discharge disposal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids gases or waste materials or other irritants contaminants or pollutants.

**Principal**

Any individual, firm, company, ministry or public authority or government body for whom You are undertaking a contract.

**The Premises**

The building(s) and land within the boundaries at the address (es) shown in the Schedule.

**Product**

Any property (including packaging, containers and labels) 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 You or on Your behalf

**Property**

Material property but not including Data

**Terrorism**

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.



## OPERATIVE AND INDEMNITY CLAUSE

We will indemnify You against:

- 1 Your liability to pay damages (including claimants' costs fees and expenses)
- 2 all costs fees and disbursements You incur with Our prior written consent in the defence or settlement of any claim under this insurance (hereinafter called "Defence Costs")

Defence Costs include legal expenses

- a) arising out of representation at any Coroners Inquest or Fatal Accident Inquiry
- b) arising out of any criminal prosecution proceedings (including any appeal) relating to an offence alleged to have been committed during the Period of Insurance and in the course of the Business in respect of matters which may form the subject of indemnity by this insurance (including, with Our prior consent Your directors, partners or Employees).

Provided that:

- i) We shall not be liable for any fines or penalties imposed as a consequence of such prosecution or appeal including the cost of complying with a publicity or remedial order as defined in the Corporate Manslaughter and Corporate Homicide Act 2007 arising in respect of such prosecution or appeal
- ii) We shall not be responsible for Defence Costs where at Our discretion We may require the opinion of counsel (whose appointment is at Our sole discretion) as to whether or not such costs should extend or continue to extend to the support of such defence and where such counsel's opinion is that there is no reasonable defence to the prosecution
- iii) Our liability for Defence Costs in cases of breach or alleged breach of The Health and Safety at Work Act 1974 and such Regulations as are passed under or exist as a consequence of that Act are (unless with Our prior consent otherwise) limited to prosecutions under Section 33(1) (a) to (c) of the Act or similar duty imposed under legislation in Northern Ireland, the Channel Islands or the Isle of Man
- (iv) Our liability for Defence Costs in cases of breach or alleged breach of Part II of the Consumer Protection Act 1987 or the Food Safety Act 1990 will be limited to proceedings not consequent upon a deliberate act or omission
- (v) We shall not be liable for Defence Costs consequent upon any deliberate act or omission by
  - (i) You
  - (ii) any of Your partners or directors
  - (iii) any Employee with any specific responsibility for compliance with the legislation specified above which could reasonably have been expected to constitute a breach of the legislation specified above

The indemnity applies only to such liability as defined by each insured Section arising out of the Business specified in the Schedule subject always to the terms of such Section and of the insurance as a whole

## **SECTION 1 - EMPLOYERS LIABILITY**

### **DEFINITION**

#### **Territorial Limits**

- (a) Great Britain Northern Ireland the Channel Islands and the Isle of Man and offshore installations in territorial waters around Great Britain and its continental shelf
- (b) elsewhere in the world in respect of temporary Business visits undertaken by any Employee normally resident in the territories defined in (a) above

### **COVER**

We will indemnify You in accordance with the Operative and Indemnity Clause but only for Injury to an Employee where such Injury arises out of the Business and is caused during the Period of Insurance as stated in the Schedule within the Territorial Limits. Provided that Our liability to pay damages (including claimants' costs fees and expenses) and Defence Costs shall not exceed the Limit of Indemnity stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause.

## **SECTION 2 - PUBLIC LIABILITY**

### **DEFINITION**

#### **Territorial Limits**

- (a) Great Britain Northern Ireland the Channel Islands and the Isle of Man and offshore installations in territorial waters around Great Britain and its continental shelf;
- (b) elsewhere in the world in respect of temporary Business visits undertaken by any director, partner or Employee normally resident in the territories defined in (a) above provided such person is engaged in non-manual work

### **COVER**

We will indemnify You in accordance with the Operative Clause for

1. Accidental Injury
2. Accidental Damage to Property
3. Nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from Your deliberate act or omission or which is a natural consequence of the ordinary conduct of the Business and which could reasonably

have been expected by You having regard to the nature and circumstances of such act or omission

4. Wrongful arrest, false imprisonment or false eviction

occurring during the Period of Insurance as stated in the Schedule within the Territorial Limits and in the course of the Business. Provided that Our liability to pay damages shall not exceed the Limit of Indemnity stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause.

## **SECTION 3 - PRODUCTS LIABILITY**

### **DEFINITION**

#### **Territorial Limits**

Anywhere in the world in respect of Products sold or supplied from within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### **COVER**

We will indemnify You in accordance with the Operative and Indemnity Clause for Injury and/or Damage occurring during the Period of Insurance as stated in the Schedule in connection with the Business and within the Territorial Limits but only against liability arising out of or in connection with any Product. Provided that Our liability to pay damages shall not exceed in aggregate the Limit of Indemnity stated in the Schedule in respect of all occurrences arising during any one Period of Insurance.

## **CONDITIONS**

(Conditions apply to all Sections unless specified otherwise)

### **OBSERVANCE OF TERMS**

1. You must at all times observe the terms of this policy.

### **INSURANCE VOIDABLE**

2. This policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

However, We agree not to void the Policy provided that:

- (a) such misrepresentation or non-disclosure has not been deliberate or reckless
- (b) such misrepresentation or non-disclosure has not been of such nature that, if the material particular had been fairly presented or had been disclosed, We would not have entered into this Policy on any terms.
- (c) We shall be entitled to impose appropriate additional terms (other than Premium) with effect from inception or if applicable the date of the alteration.

If at the time of Damage, claim or loss the premium charged to You would have been higher but for the misrepresentation or non-disclosure in any material particular Our liability for any loss amount payable shall be limited to the proportion that the premium charged bears to the higher premium.

### **ALTERATION**

3. This policy shall be terminated if:
  - (a) the Business is wound up or carried on by a liquidator, administrator or receiver or permanently discontinued or
  - (b) Your interest ceases other than by death or
  - (c) any alteration is made either in the Business or in the Premises or property therein or any other circumstances whereby the risk is increased unless otherwise stated

at any time after the commencement of this Policy unless its continuance be admitted by Us and in respect of 3(c) We agree not to avoid the Policy provided that:

- (i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement on this Policy We would not have entered into this Policy on any terms.
- (ii) You shall pay an appropriate additional premium if required by Us with effect from the date of the alteration.
- (iii) We shall be entitled to impose appropriate additional terms, other than premium, with effect from the date of the alteration.

**CANCELLATION****4. Your Rights**

Within fourteen days of receipt of the policy documentation You may cancel this insurance by writing to the insurance intermediary who arranged the cover on your behalf or returning the policy direct to Us at the address shown confirming such cancellation. Provided there have been no claims and You know of no incidents which might lead to a claim We will refund Your premium in full.

After this fourteen day period has elapsed You may cancel the policy by giving thirty days' written notice to the insurance intermediary who arranged the cover or by writing to Us at the address shown confirming such cancellation. Provided there have been no claims We will refund a proportionate part of Your premium, subject to the minimum percentage of the premium as shown in the Schedule being retained by Us.

**Our Rights**

We may cancel this insurance by sending thirty days notice of cancellation to Your insurance intermediary whereupon You shall become entitled to a refund of a proportionate part of the premium. For cancellation following default in payment of premium the period of notice may be reduced to seven days.

Notice shall be deemed to be duly received in the course of the post if sent by pre-paid letter post and properly addressed.

**REASONABLE PRECAUTIONS**

5. It is a condition precedent to Our liability under this Policy that You shall:-
- (a) maintain the Premises, machinery, plant and equipment in a good state of repair
  - (b) take all reasonable precautions for the safety of the property insured
  - (c) take all reasonable precautions to prevent Damage, accident or injury
  - (d) comply with all statutory requirements and other safety regulations imposed by any authority
  - (e) exercise care in the selection and supervision of employees
  - (f) take immediate steps to remedy any defect or danger that becomes apparent and take such additional precautions as individual circumstances require, whether of a temporary or permanent nature.

**CHOICE OF LAW AND JURISDICTION**

6. The laws of England and Wales shall be the law under which all disputes and/or conflicts under this insurance shall be governed and English courts shall have exclusive jurisdiction over any matter relating to this insurance.

**CLAIMS CONDITIONS**

7. (a) It is a condition precedent to Our liability under this policy that You shall:
- (i) give notice as soon as practicable in writing to Us of anything which may give rise to a claim being made against You and for which there may be liability under this insurance.

- (ii) as soon as practicable forward to Us unanswered any letter of claim, writ or summons and any other documentation relating to the claim issued against You by any third party or notice of any impending prosecution, inquest or Fatal Accident Inquiry.
  - (iii) provide Us with such particulars and information as We may reasonably require for the purpose of investigating the claim.
  - (iv) not negotiate, pay, settle, admit or repudiate any claim without Our written consent.
- (b) We shall be entitled:
  - (i) at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to prosecute at Our expense and for Our own benefit any claim for indemnity or damages against any other persons in respect of any event insured by this Policy and You shall give all information and assistance required at no cost to Us
  - (ii) at any time to pay the Limit of Indemnity or the Limit of Liability (after the deduction of any sum already paid) or any less amount for which a claim can be settled and shall relinquish the conduct and control of the claim and be under no further liability except for payment of costs or expenses incurred prior to the date of payment.
- (c) If the terms of Conditions 7(a) or 7(b) have not been complied with, and as a direct consequence, the amount for which We are liable under this Policy has increased, then no payment shall be made by Us in respect of the amount of such increase.
- (d) If We so request, any claimant under this policy shall at Our expense do or permit to be done anything We may reasonably require for the purposes of enforcing any rights and remedies or obtaining relief or indemnities from other parties to which We are or may become entitled, whether these actions are required before or after We agree to indemnity under this policy.
- (e) Contribution:

If at the time of any occurrence which gives rise to a claim under this policy the Damage, legal costs, expenses or liability is covered in whole or in part by any other insurance or would be otherwise insured but for the existence of this policy, We shall only pay that amount which exceeds the maximum amount payable under such other insurance had this insurance not been effected.

Where a claim includes the defence of criminal proceedings brought or in appeal against conviction We will not pay any costs and expenses where cover is provided by any other insurance or where but for the existence of this Policy would have been provided by such insurance.

**CONTRACTS (RIGHTS OF THIRD PARTIES) ACT, 1999**

8. 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.

**INSURED'S COMPLIANCE**

9. You shall at all times in addition to Your obligations set out in 7 above provide such information to and co-operate with Us or Our appointed agents to allow Us to be able to comply with all relevant statutory requirements or such relevant Practice Directions and Pre-Action Protocols as may be issued and approved from time to time by the Head of Civil Justice or comply with the requirements of official investigation pursuant to Statute or otherwise.

**LONG TERM AGREEMENT CLAUSE**

10. Where the Schedule shows that this Condition is operative a discount has been allowed from the premium in consideration of You having undertaken to offer the renewal of this insurance at the same terms and conditions for the period stated and to pay the premium annually in advance provided that:
- (i) this undertaking shall apply to any insurance or insurances issued by Us in place of this policy
  - (ii) the premium shall be subject to revision at any time following any alteration in physical hazard and/or increase in liabilities;
  - (iii) at any renewal date We may require revised terms or conditions and if You do not accept such terms or conditions the agreement set out in this Condition shall lapse;
  - (iv) We shall be under no obligation to accept an offer made under this Condition.

**SUBJECTIVITIES**

11. It is a condition precedent to Our liability that You
- (i) provide Us by the required date(s) with any additional information requested
  - (ii) complete by the required date(s) any actions agreed between You and Us
  - (iii) allow Us to complete any actions agreed between You and Us.

If required by Us, You must allow Us access to the Premises, Your contract sites, and/or the Business to carry out survey(s) within 60 days of the inception or renewal date unless We agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at Our option:

- (i) modify Your premium,
- (ii) issue a mid-term amendment to Your policy or Section terms and conditions
- (iii) require You to make alterations to the Premises insured or to the Business by the required date(s)
- (iv) exercise Our right to cancel Your policy

- (v) leave the policy or Section terms and conditions and Your premium unaltered

We will contact You with Our decision and where applicable specify the date(s) by which:

- (i) any action(s) agreed must be completed by You and/or
- (ii) any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved

- (i) You have the right to cancel this policy from a date agreed by You and Us and providing no claims have been made We will refund a proportionate part of the premium paid for the unexpired period of cover.
- (ii) We may at Our option exercise Our right under Condition 4 - Cancellation.

The above Condition does not affect Our right to void the policy as specified in Condition 2.

#### **FINANCIAL OR TRADE SANCTIONS**

12. We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the Period of Insurance either You or Us may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known registered address.

After such cancellation We shall subject to any applicable minimum premium payment requirements refund a proportionate amount of the premium for the unexpired Period of Insurance provided that

- (i) no circumstances that could reasonably be considered as being likely to give rise to a claim under the Policy have been notified to Us by You and
- (ii) no claims have been paid by Us or have accrued and are outstanding awaiting payment in respect of such claims prior to the date on which such prohibition or restriction took effect

#### **SEVERAL LIABILITY**

13. The liability of the Insurers is several and not joint and is limited solely to the extent of their individual proportions. The Insurers are not responsible for the subscription of any co-subscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

#### **FRAUD**

14. If a claim is in any respect fraudulent or if any fraudulent means or devices be used by You or anyone appointed to act on Your behalf to obtain any



benefit under this Policy or if any Damage, claim or loss is occasioned by the wilful act or connivance of You, We will:

- (a) have no liability to pay any part of or the whole of the fraudulent claim
- (b) be entitled to refuse all claims arising after the fraudulent action
- (c) remain liable for legitimate claims before the fraudulent action
- (d) terminate the Policy from the date of the fraudulent action whether or not the Policy had expired before the discovery of the fraud.

#### **PROPORTIONMENT OF DEFENCE COSTS**

15. Except where the Limit of Indemnity is inclusive of Defence Costs if a payment exceeding the Limit of Indemnity has to be made to dispose of a claim Our liability to pay all Defence Costs in connection with the claim shall be limited to such proportion of the Defence Costs as the Limit of Indemnity bears to the amount paid to dispose of the claim.

#### **ADJUSTMENT**

16. If any part of the premium or renewal premium is based on estimates provided by You, You shall keep an accurate record containing all relevant particulars and shall allow Us to inspect such record. You shall within one month after the expiry of each Period of Insurance provide such information as We may require. The premium or renewal premium shall then be adjusted and the difference paid by or allowed to You. Any difference allowed to You will be subject to a minimum percentage of the premium or renewal premium being retained by Us as shown in the Schedule.

#### **RIGHTS OF RECOVERY (Applicable to Section 1 only)**

17. This Section 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, the Isle of Man and offshore installations in territorial waters around Great Britain and its continental shelf but 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 ordinance or statute

#### **EMPLOYERS LIABILITY CERTIFICATES (Applicable to Section 1 only)**

18. If this policy or this Section is cancelled any certificate of Employer's Liability insurance is cancelled at the same time.

#### **COSTS INCLUSIVE IN USA & CANADA (Applicable to Sections 2 & 3 only)**

19. Where indemnity is provided in respect of occurrences in the United States of America or Canada or their dependencies or trust territories Our Liability inclusive of all costs and expenses shall not exceed the Limit of Indemnity shown in the Schedule.

#### **APPLICATION OF LIMITS OF INDEMNITY (Applicable to Sections 2 & 3 only)**

20. In the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity under both Sections 2 and 3, each Section shall apply separately and be subject to its own separate Limits of Indemnity provided always that the total amount of Our liability shall be limited to the greater of the Limits of Indemnity

available under either Section providing indemnity for the occurrence or series of occurrences.

**EXCESS (Applicable to Sections 2 & 3 only)**

21. The Excess will be payable before We shall be liable to make any payment.

## **EXTENSIONS**

(Extensions apply to all Sections unless specified otherwise)

### **ADDITIONAL PERSONS INSURED**

- 1 (a) In the event of the death of any person entitled to indemnity under this insurance, We will indemnify in the terms of this Policy the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- (b) At Your request indemnity will be extended to:
- (i) any of Your directors, partners or Employees in respect of liability arising in connection with the Business
  - (ii) any officer committee or member of Your canteen sports social or welfare organisation; fire, security, first aid, medical or ambulance services in their respective capacities as such but not including medical practitioners while working in a professional capacity
  - (iii) any of Your directors, partners or senior officials in respect of private work undertaken for them with your consent by any Employee

each of whom shall be subject to the terms and conditions of this policy so far as they can apply as though the Insured and provided You would have been entitled to indemnity under this insurance if the claim had been made against You

For the purposes of the Limit of Indemnity all of the persons entitled to indemnity under this insurance shall be treated as a one party or legal entity so that there will be only two parties to the contract of insurance namely You and Us.

### **COURT ATTENDANCE COSTS**

- 2 In the event of any of the under mentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this insurance We will provide compensation at the following rates per day on which attendance is required

- |     |                                          |      |
|-----|------------------------------------------|------|
| (a) | You or any of Your directors or partners | £500 |
| (b) | any Employee                             | £250 |

Provided always that

- (i) We shall not be liable unless We have the sole conduct and control of all claims covered by this Extension
- (ii) this Extension shall not apply to any liability which is covered by any other insurance

**UNSATISFIED COURT JUDGEMENTS (Applicable to Section 1 only)**

- 3 In the event of a judgement for damages being obtained by any Employee or the personal representatives of any Employee in any court situated within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- (i) in respect of Injury to the Employee caused during any Period of Insurance and arising out of and in the course the Business, and
  - (ii) against any company or individual operating from premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, and
  - (iii) payment remaining unsatisfied in whole or in part six months after the date of such judgement,

at Your request We will pay to the Employee or personal representative of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided always that

- (a) there is no appeal outstanding
- (b) if any payment is made under the terms of this Extension the Employee or personal representatives of the Employee shall assign the judgement including damages and costs to Us

**INDEMNITY TO PRINCIPALS (Applicable to Sections 1 & 2 only)**

- 4 Where You so request, We agree to indemnify any Principal but only to the extent that such liability arises solely out of the work performed for the Principal by You or on Your behalf. Provided that the Principal shall be subject to and comply with the terms and Conditions herein and this clause shall in no way operate to increase the Limits of Indemnity as stated in the Schedule

**EXHIBITIONS (Applicable to Sections 1 & 2 only)**

- 5 We will indemnify You in respect of liability arising out of Your attendance at exhibitions and trade fairs during the Period of Insurance and within the Territorial Limits applicable to each Section.

**CROSS LIABILITIES (Applicable to Sections 2 & 3 only)**

- 6 Each person or party specified as the Insured in the Schedule is separately indemnified in respect of claims made against any of them by any other. Provided that Our total liability shall not exceed the stated Limits of Indemnity

**DATA PROTECTION ACT 1998 (Applicable to Sections 2 & 3 only)**

- 7 The indemnity provided by this insurance extends to include liability for damage and distress under Section 13 of the Data Protection Act 1998
- Provided that
- (a) the liability arises from data for which You are registered under the Act and You have taken all reasonable care to comply with the requirements of the Data Protection Act 1998
  - (b) You are not in business as a Computer Bureau
  - (c) You do not supply data for a fee other than to a data subject
  - (d) a claim is first made against You during the Period of Insurance

- (e) We will not indemnify You in respect of
  - (i) the cost of replacing, re-instating, rectifying, erasing, blocking or destroying any personal data
  - (ii) liability caused by or arising from a deliberate or intentional act or omission by You or any other party entitled to an indemnity under this insurance the effect of which will knowingly result in liability under the Data Protection Act
  - (iii) claims which arise out of circumstances notified to previous insurers or are known to You at the inception of this insurance
  - (iv) liability for which indemnity is provided under any other insurance
  - (v) any claim or claims made by or on behalf of any of Your directors or Employees in connection with employment in the Business
  - (vi) the payment of fines or penalties

**DEFECTIVE PREMISES ACT (Applicable to Section 2 only)**

- 8 We will indemnify You in respect of liability arising during the Period of Insurance under the Defective Premises Act 1972 or similar legislation in relation to any business premises or land of which You have disposed. Provided that
- (a) such liability is not otherwise insured, and
  - (b) We shall not be liable in respect of the costs incurred by anyone in removing rebuilding repairing or rectifying any such premises

**MOTOR CONTINGENT LIABILITY (Applicable to Section 2 only)**

- 9 Notwithstanding Exclusion 10 this insurance will indemnify You in respect of Injury or Damage arising out of the use of any motor vehicle owned by an Employee and being used in the course of the Business

Provided always that no indemnity is provided by this Extension:

- (a) in respect of Injury to any person being carried by motor cycle otherwise than in a sidecar attached to it
- (b) for Damage to any vehicle and/or contents therein
- (c) Injury or Damage arising while such vehicle is being driven by You or any Employee other than the owner of such vehicle
- (d) if such vehicle is more specifically insured
- (e) for any Employee whilst driving or in charge of such vehicle
- (f) if such vehicle is being used outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- (g) if the vehicle is being used with Your general consent or that of Your representative by any person who, to Your knowledge or the knowledge of 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

**OVERSEAS PERSONAL LIABILITY (Applicable to Section 2 only)**

10 We will indemnify You and, if You so request, any of Your directors or Employees (or immediate family accompanying You or them) against legal liability incurred in a personal capacity whilst temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the Business

The indemnity will not apply:

- (a) to legal liability arising out of the ownership or occupation of land or buildings
- (b) where indemnity is provided by any other insurance

## **EXCLUSIONS**

(Exclusions apply to all Sections unless specified otherwise)

### **RADIOACTIVE CONTAMINATION**

1. We will not cover Damage cost expense or indemnity against any legal liability of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
  - (c) the use of any explosive nuclear weapon or device or the emission discharge dispersal or escape of fissile material emitting a level of radioactivity
  - (d) the emission discharge dispersal release or escape of any solid liquid or gaseous chemical compound which when suitably distributed is capable of causing incapacitating disablement or death amongst people or animals
  - (e) the emission discharge dispersal release or escape of any pathogenic (disease producing) micro-organism(s) and chemically synthesised toxin(s) (including genetically modified organisms and chemical synthesised toxin(s) (including genetically modified organisms and chemically synthesised toxins)

### **WAR & SIMILAR RISKS**

2.
  - (a) We will not cover Damage or indemnity against any legal liability directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemies hostilities or war like operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.
  - (b) We will not cover 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 2 (a) above.

### **CYBER AND DATA**

3. We will not cover any loss, damage, liability, claim, fines, 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:
  - (a) 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

- (b) loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Electronic Data, including any amount pertaining to the value of such Electronic Data;
- (c) loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System;

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

If We allege that by reason of this exclusion that loss sustained by You is not covered by this policy, the burden of proving the contrary shall be upon You.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

In respect of the Employers, Public and Products Liability sections of this policy (where applicable) and subject to all the terms, conditions, limitations and exclusions of this policy or any endorsement thereto, paragraph (a) above shall not apply in respect of liability for

- (i) any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease);
- (ii) any ensuing physical damage to third party property;
- (iii) any ensuing bodily injury to an Employee;

arising out of a Cyber Incident or a Cyber Act and provided that nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a Cyber Incident or a Cyber Act.

#### Definitions

##### **Computer System**

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by You or any other party.

##### **Cyber Act**

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

##### **Cyber Incident**

- (i) Any error or omission or series of related errors or omissions Involving access to, processing of, use of or operation of any Computer System; or



- (ii) Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

**Electronic Data**

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

**DATE RECOGNITION EXCLUSION**

- 4. We will not cover liability of whatsoever nature or any physical Damage or any consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether belonging to You or not, to
  - (a) correctly recognise any date as its true calendar date; or
  - (b) capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; or
  - (c) capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which caused the loss of data or information or command or instruction or the inability to capture, save, retain or correctly to process such data or information, command or instruction on or after any date; or
  - (d) otherwise function correctly.

**ROAD TRAFFIC ACT**

- 5. We will not provide any indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation

**LIABILITY ASSUMED UNDER CONTRACT**

- 6. We will not indemnify You
  - (i) in respect of any claims in respect of liability which is assumed by You under any contract or agreement
  - (ii) in respect only of claims arising under Section 3, in the case of liability arising out of a condition or warranty of goods implied by law

unless liability would have attached in the absence of such agreement.

**FINES OR PENALTIES**

- 7. We will not be liable in respect of:
  - (i) any fines, penalties or liquidated damages
  - (ii) the costs of appeal against any improvement or prohibition notices
  - (iii) fees for intervention payable under the Health and Safety Fees (Regulations) 2012

- (iv) compensation ordered or awarded by a Court of Criminal Jurisdiction

**OFFSHORE WORK**

- 8. We will not be liable in connection with any work Offshore. If We are required by law to make a payment regarding Offshore cover then a Limit of Indemnity of £5,000,000 any one occurrence inclusive of all costs and expenses shall apply.

**TERRORISM (Applicable to Section 1 only)**

- 9. We will not pay for liability directly or indirectly caused by, resulting from or in connection with
  - (a) any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism

Notwithstanding the foregoing it is agreed that this exclusion will not apply to damages payable by You for any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause up to a limit of £5,000,000 inclusive of all costs and expenses.

**MOTOR VEHICLES (Applicable to Section 2 only)**

- 10. We will not pay for any liability arising out of the ownership possession or use by You or on Your behalf of any motor vehicle or trailer for which compulsory insurance is required by legislation other than 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 by the loading or unloading of any motor vehicle or trailer
  - (c) for Damage to any bridge weighbridge road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried thereon
  - (d) arising out of any motor vehicle or trailer temporarily in Your custody or control for the purpose of parking

and where such liability does not require compulsory insurance by legislation governing the use of any motor vehicle or trailer

**PRODUCTS SUPPLIED (Applicable to Section 2 only)**

- 11. We will not pay for any liability arising out of Products supplied other than:
  - (a) food or drink sold or supplied for consumption by Your directors, Employees or visitors
  - (b) the disposal of furniture and office equipment originally intended solely for use by You in connection with the Business and which is no longer required for that purpose

**AIR AND WATER CRAFT (Applicable to Section 2 only)**

- 12. We will not pay for liability arising out of the ownership possession or use by You or on Your behalf of any
  - (a) aircraft or other aerial device
  - (b) aerospace device
  - (c) hovercraft
  - (d) watercraft other than hand or sail propelled watercraft whilst being

used on inland waterways

**CARE, CUSTODY AND CONTROL (Applicable to Section 2 only)**

13. We will not pay for liability arising as a result of Damage to property owned leased or hired by You or under hire purchase or on loan to You or otherwise in Your care custody or control other than
- (a) premises (or the contents thereof) temporarily occupied by You at which You are undertaking work in connection with the Business (but no indemnity is granted for Damage to that part of the property on which You are working and which arises out of such work)
  - (b) directors', partners', Employees' and visitors' clothing and personal effects including vehicles and their contents
  - (c) premises tenanted by You to the extent that You would be liable in the absence of any specific agreement

**DEFECTIVE WORK OR MATERIALS (Applicable to Section 2 only)**

14. We will not indemnify You in respect of the cost of replacing or making good faulty, defective or incorrect
- (a) workmanship, or
  - (b) materials, goods or other property supplied, installed or erected by You or on Your behalf

**INJURY TO AN EMPLOYEE (Applicable to Sections 2 & 3 only)**

15. We will not pay for Injury to an Employee where such Injury arises out of the Business.

**PROFESSIONAL ADVICE & DESIGN (Applicable to Sections 2 & 3 only)**

16. We will not pay for liability arising out of or in connection with advice, design, plans, specifications, formulae, surveys or directions prepared or given by You or on Your behalf for a fee or in circumstances where a fee would usually be charged but this shall not exclude such liability arising in conjunction with Products supplied.

**POLLUTION (Applicable to Sections 2 & 3 only)**

17. We will not pay for any liability arising:
- (a) from Pollution of buildings or other structures or of water or land or the atmosphere outside of North America other than caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution which arises out of one occurrence shall be deemed to have occurred at the time such occurrence takes place. Provided that Our liability shall not exceed the sum stated in the Schedule in respect of all occurrences.
  - (b) directly or indirectly from any Pollution or contamination of buildings or other structures or of water or land or the atmosphere in North America or where a claim is brought in a court of law in North America

**ASBESTOS (Applicable to Sections 2 & 3 only)**

18. We will not pay for any liability directly or indirectly arising or resulting from or related to the 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.

**EXCESS (Applicable to Sections 2 & 3 only)**

19. We shall not be liable for the Excess as stated in the Schedule in respect of the first amount of each claim or series of claims arising out of one originating cause

**PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES (Applicable to Sections 2 & 3 only)**

20. We will not be liable in respect of punitive exemplary or aggravated damages or sums awarded in restitution or any additional damages resulting from the multiplication of compensatory damages

**DAMAGE TO PRODUCTS (Applicable to Section 3 only)**

21. We will not pay for Damage to any Product or part thereof

**REPAIR OR REPLACEMENT OF PRODUCTS (Applicable to Section 3 only)**

22. We shall not be liable for costs incurred in the repair reconditioning or replacement of any Product or part thereof and/or financial loss consequent upon the necessity for such repair reconditioning or replacement

**PRODUCT RECALL (Applicable to Section 3 only)**

23. We shall not be liable for any liability arising out of the recall of any Product or part thereof

**AIRCRAFT PRODUCTS (Applicable to Section 3 only)**

24. We will not pay in respect of liability arising out of any Product which, with Your knowledge, is intended for manufacturers of aircraft and safety critical aircraft components such as airframe, driving equipment, landing gear, under structure, electronic equipment, hydraulic equipment and technical instruments.

**EXPORTS TO NORTH AMERICA (Applicable to Section 3 only)**

25. We will not pay in respect of liability arising out of any Product which, with Your knowledge, is intended for export to the United States of America or Canada or their dependencies or trust territories.

**DISEASE (Applicable to Sections 2 & 3 only)**

26. We will not cover any loss (including business interruption loss, loss of value and loss of use), Damage, claim, liability, cost or expense of whatsoever nature, directly or indirectly caused by or in any way contributed to by, resulting from, arising out of, or in connection with:

- 1) any Communicable Disease
- 2) any fear or threat (whether actual or perceived) of any Communicable Disease
- 3) any advice given or action taken (whether or not by a competent authority) in controlling, preventing, or suppressing the occurrence, outbreak, spread or effects of any Communicable Disease
- 4) the cleaning, disinfecting, decontaminating, repair, replacement, recall, inspecting, testing and checking of property which is or is feared to have been affected by any Communicable Disease

Argenta Syndicate Management Ltd  
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Argenta Syndicate Management Ltd is authorised by  
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