

**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 General 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

What to do if you have a Complaint - Enquiries and Complaints Procedure

ENQUIRIES

POLICY ADMINISTRATION ENQUIRIES

If **you** have any questions or concerns about **your policy** administration and documents, **you** should contact

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

Tel No: 01702 411200
Email: Complaints@ChoiceInsuranceAgency.com

CLAIMS ADMINISTRATION ENQUIRIES

If **you** have any questions or concerns about a claim or its administration, **you** should contact

Kelly Adjusters Limited
Little Seabrooks House
Braintree Road
Felsted
Essex
CM6 3JZ

Tel No: 01371 829276
Email: claims@kellyadjusters.co.uk

HOW TO COMPLAIN

Our aim is to provide all **our** customers with a first-class standard of service. However, there may be occasions when **you** feel this objective has not been achieved. If **you** have a complaint about **your policy** or the handling of a claim, the details below set out some of the key steps that **you** can take to address **your** concerns.

Where do I start?

POLICY ADMINISTRATION ISSUES

If **your** complaint is about the way in which the **policy** was sold to **you** or whether it meets **your** requirements, **you** should contact **your** insurance broker.

Please quote **your policy** number in all correspondence so that **your** concerns may be dealt with speedily.

CLAIMS ADMINISTRATION ISSUES

If **your** complaint is about a claim, **you** should refer the matter to Kelly Adjusters Limited. Their contact details are provided below:

Kelly Adjusters Limited
Little Seabrooks House
Braintree Road
Felsted
Essex
CM6 3JZ

Tel No: 01371 829276
Email: claims@kellyadjusters.co.uk

Alternatively **you** can ask **your** insurance broker to refer the matter on for **you**.

Please quote **your** claim reference and **policy** number in all correspondence so that **your** concerns may be dealt with speedily.

What happens next?

If **your** insurance broker, Choice Insurance Agency Ltd or Kelly Adjusters Limited are not able to resolve **your** complaint satisfactorily by close of business the 3rd working day following receipt of **your** complaint, they will refer **your** complaint to the Head of Compliance at **SCOR Managing Agency Ltd**, who will send **you** an acknowledgement letter. If **you** don't receive any acknowledgement letter, or at any time if **you** wish to do so, **you** may contact the Head of Compliance yourself by writing to:

SCOR Managing Agency Ltd
10 Lime Street
London
EC3M 7AA
Telephone: 0203 817 5070

E-mail: scorchannelcomplaints@scor.com

We will investigate **your** complaint and will provide **you** with a written response within two weeks of **your** initial complaint. This will either be a final response or a letter informing **you** that **we** need more time for **our** investigation.

In the event that **you** remain dissatisfied with **us** then **you** may refer the matter to the Complaints team at Lloyd's:

The address of the Complaints team at Lloyd's is:

Complaints
Lloyd's
Fidentia House,
Walter Burke Way,
Chatham Maritime
Kent ME4 4RN

Tel No: 020 7327 5693
Fax No: 020 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

If you remain unhappy

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or, in any event, after a period of eight weeks from making **your** complaint, **you** may be able to refer **your** complaint to the Financial Ombudsman Service (contact details below).

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: **0300 123 9 123** or **0800 0234 567**

Further information is available from them and **you** may refer a complaint to them online at www.financial-ombudsman.org.uk

FINANCIAL SERVICE COMPENSATION SCHEME (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS at:

Financial Services Compensation Scheme ,
PO Box 300, Mitcheldean, GL17 1DY.

Tel: 0800 678 1100 or 020 7741 4100

Website: www.fscs.org.uk

ABOUT OUR REGULATOR

This **policy** of insurance is issued in accordance with the authorisation granted under contract to Choice Insurance Agency Ltd and underwritten by SCOR Managing Agency Ltd.

This **policy** is underwritten by the SCOR Syndicate 2015 which is managed by the SCOR Managing Agency Limited. The SCOR Managing Agency Limited is registered in England and Wales and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 605605). The SCOR Managing Agency Limited is registered at 10 Lime Street, London, EC3M 7AA (Company number 08614385).

HOW WE USE YOUR INFORMATION

Data Privacy Notice

Your personal information notice.

Who **we** are

We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about **you** to provide **you** with **your** insurance cover or the insurance cover that benefits **you** and to meet **our** legal obligations.

This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover from which **you** benefit. This information may include more sensitive details such as information about **your** health and any criminal convictions **you** may have.

In certain circumstances, **we** may need **your** consent to process certain categories of information about **you** (including sensitive details such as information about your health and any criminal convictions **you** may have). Where **we** need **your** consent, **we** will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time. However, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to provide the insurance cover from which **you** benefit and may prevent **us** from providing cover for **you** or handling **your** claims.

The way insurance works means that **your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **we** will only disclose **your** personal information in connection with the insurance cover that **we** provide and to the extent required or permitted by law.

*Other people's details **you** provide to **us**.*

Where **you** provide **us** or **your** agent or broker with details about other people, **you** must provide this notice to them.

Want more details?

For more information about how **we** use **your** personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

Please see: <https://www.scor.com/en/cookies-privacy>

*Contacting **us** and **your** rights*

You have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of our full privacy notice(s), please contact **us**, or the agent or broker that arranged **your** insurance who will provide **you** with our contact details.

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** as soon as reasonably practicable of any errors or omissions.

The **schedule** attached to this **policy** provides details of the sections that are operative and the cover that has been agreed.

This Introduction, the General Definitions, General Conditions, General Exclusions, Sections, the **schedule** and any Endorsements all form part of this **policy**. There are also conditions contained in this **policy** that are conditional to **our** liability. It is important that **you** comply with these conditions 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.

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

DEFINITIONS

(applying to the whole of this policy. Any extra definitions are shown in the section to which they apply)

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

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.

Damage

Direct physical loss destruction or damage.

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**.

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 (Not applicable to Section 1)

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

Physical injury, death, illness and resultant mental injury, disease, mental anguish or nervous shock

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

SCOR Syndicate 2015.

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**.

Policy

This document, the **schedule** (including any **schedules** issued in substitution) and any endorsements attaching to this document or the **schedule** that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions.

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 **electronic data**.

Schedule

The document titled schedule that includes the name and address of the **insured**, the premium and other variables to this standard **policy** (including endorsement clauses) and is incorporated in this **policy** of insurance and accepted by the **insured**. Schedules may be re-issued from time to time where each successor overrides the earlier document.

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 cover **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 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 cover **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 cover **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 cover **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

(These are the conditions of the insurance that **you** must comply, as **your** part of this contract. If **you** do not meet these conditions, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **your policy** may not be valid.)

OBSERVANCE OF TERMS

1. **You** must at all times observe the terms of this **policy**. These are the conditions of the insurance that **you** must comply as **your** part of this contract. If **you** do not meet these conditions, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **your policy** may not be valid.

IMPORTANT INFORMATION YOU HAVE GIVEN US

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

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

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

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

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

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 terminate the **policy** provided that:

- (i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of 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 or circumstances which may give rise 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 Choice Insurance Agency Ltd, Suite 3, 4a Southchurch Road, Southend-on-Sea, Essex, SS1 2NE 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. You must:-

- (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) **You** must:
- (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 incident or circumstance 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 OBLIGATIONS

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.

SUBJECTIVITIES

10. **You** must
- (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 General Condition 4 - Cancellation.

The above condition does not affect **our** right to void the **policy** as specified in condition 2.

FINANCIAL OR TRADE SANCTIONS

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

SEVERAL LIABILITY

12. 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

- 13 a) If the **insured** makes a fraudulent claim under this insurance contract, the **insurer**:
- i) is not liable to pay the claim; and
 - ii) may recover from the **insured** any sums paid by the **insurer** to the **insured** in respect of the claim; and
 - iii) may by notice to the **insured** treat the contract as having been terminated with effect from the time of the fraudulent act.
- b) If the **insurer** exercises its right under clause a) above:
- i) The **insurer** shall not be liable to the **insured** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **insurer's** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
 - ii) The **insurer** need not return any of the premiums paid.

Fraudulent claims – group insurance

- c) If this insurance contract provides cover for any person who is not a party to the contract ("a covered person"), and a fraudulent claim is made under the contract by or on behalf of a covered person, the **insurer** may exercise the rights set out in clause a) above as if there were an individual insurance contract between the **insurer** and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

PROPORTIONMENT OF DEFENCE COSTS

14. 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

15. 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)

16. 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)

17. 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)

18. 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)

19. 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 all Sub Sections)

20. 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 cover 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 cover 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 cover **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

DEFECTIVE PREMISES ACT (Applicable to Section 2 only)

7 **We** will cover **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)

8 Even if Exclusion 10 applies this insurance will cover **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)

9 **We** will cover **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)

1 RADIOACTIVE CONTAMINATION AND NUCLEAR ASSEMBLIES

We will not cover:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal 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.

3 WAR & SIMILAR RISKS

- (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 also 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 3 (a) above.

4 CYBER AND DATA

We will not cover any:

- (a) Cyber loss, damage, liability, cost or expense caused deliberately or accidentally by:
 - i. the use of or inability to use any application, software, or programme;
 - ii. any computer virus;
 - iii. any computer related hoax relating to i and/or ii above.
- (b) Electronic data loss, damage, cost, expense or liability for damage to any **electronic data** wherever it is stored.

In respect of the employers, public and products liability sections of this **policy** (where applicable) paragraph (a) above shall not apply in respect of liability for

- (i) any ensuing third party **injury**
- (ii) any ensuing physical damage to third party property;
- (iii) any ensuing **injury** to an **employee**;

ROAD TRAFFIC ACT

4. **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

5. **We** will not cover **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

6. **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

7. **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

8. **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**

This exclusion will not apply to damages payable by **you**:

- (i) under sub-section 1 up to a limit of £5,000,000, including all costs and expenses, for any one claim or series of claims against **you** arising out of any one cause.
- (i) under sub-section 2 up to a limit of £2,000,000, or any other amount specified in the **schedule** for Public Liability, whichever is the lesser, in total for all claims against **you** occurring in any one **period of insurance**.

MOTOR VEHICLES (Applicable to Section 2 only)

9. **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)

10. **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 Sections 1 and 2 only)

11. **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)

12. **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)

13. **We** will not cover **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)

14. **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)

15. **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)

16. **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)

17. **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 all Sections)

18. **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 all Sections)

19. **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)

20. **We** will not pay for **damage** to any **product** or part thereof

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

21. **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)

22. **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)

23. **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)

24. **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)

25. **We** will not pay for any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- (a) infectious or contagious disease;
- (b) any fear or threat of a) above; or
- (c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

MICRO-ORGANISM

26. **We** will not cover any loss, damage, claim cost, expenses or other sum directly or indirectly arising out of or relating to:

Mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual threat to human health.

This exclusion applies regardless whether there is:

- (i) Any one loss, occupancy or functionality
- (ii) Any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns

NUCLEAR, BIOLOGICAL AND CHEMICAL CONTAMINATION

27. **We** will not cover any:

- (i) loss or destruction of or damage to any property or any resulting loss or expense or any loss of use or any legal liability directly or indirectly caused by or arising from;
- (ii) any legal liability of whatsoever nature;
- (iii) death or injury to any person;

directly or indirectly caused by or contributed to by or arising from nuclear, biological or chemical contamination due to or arising from;

- (a) **terrorism**; and/or
- (b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived **terrorism**.