

**CHOICE
INSURANCE**



FARADAY

Liability Insurance Policy



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INTRODUCTION

This Introduction, the Customer Service Information, the General Definitions, General Conditions, General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements all form part of this Policy.

In return for the payment of premium stated in the **Schedule**, **We** agree to insure **You** in respect of a valid claim under this Policy as more fully defined in Sections 1 – 4 (as applicable), and as stated in the **Schedule**, subject to this introduction, the Customer Service Information, the General Definitions, General Conditions, General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

This Policy should be kept in a safe place. **You** may need to refer to it if **You** have to make a claim. It is recommended that **You** retain details of **Your** Employers' Liability Policy for at least 40 years.

Wherever words appear in **Bold** in this Policy they will have the meaning shown in the General Definitions on pages 6-8 or as otherwise stated in any particular section or the **Schedule**.

IMPORTANT REMINDER

It is important that:

- **You** check that the information **You** have given **Us** is accurate and up to date – See the Customer Service Information section for more details
- **You** must read and understand the Policy including the adequacy of the Limits of Liability
- **You** comply with **Your** duties under each section and under the Policy as a whole
- **You** check that the sections **You** have requested are included in the **Schedule**
- If **You** are uncertain regarding **Your** responsibilities and how they relate to this Policy, **You** should contact **Your** insurance broker in the first instance. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau or seek independent legal advice from a solicitor.

Signed for and on behalf of Faraday Underwriting Limited
For and on behalf of Syndicate 435 at Lloyd's



Paul Blight
Chief Underwriting Officer

CUSTOMER SERVICE INFORMATION

IMPORTANT INFORMATION ABOUT HOW WE WILL DEAL WITH CLAIMS UNDER THIS POLICY AND THE INFORMATION YOU HAVE GIVEN US. PLEASE READ THIS CAREFULLY.

Information You have given us

In deciding to accept this Policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat **Your** Policy as if it never existed and decline all claims. **We** may not return premium already paid by **You** in this situation.

If **We** establish that **You** provided us with false, incomplete or misleading information, it can adversely affect **Your** Policy and any claim.

For example:

- where **We** could have accepted the risk and offered **You** a Policy but **We** would have charged a higher premium, **We** may only pay a percentage of any claim that **You** make under the Policy. **We** would do this by considering the premium **We** actually charged as a percentage of the higher premium **We** would have charged and then paying **You** the same percentage of any claim.

So, as an example: if the premium **We** actually charged was £250 and the higher premium **We** would have charged was £1,000, then the premium **We** actually charged represents 25% of the higher premium **We** would have charged and **We** shall only pay 25% of any claim;

- **We** may treat this Policy as if it had never existed and refuse to pay all claims and return the premium, subject to a deduction for any commission paid to **Your** insurance broker. **We** will only do this if the false, incomplete or misleading information means that **We** provided **You** with insurance cover when **We** would not otherwise have offered it at all had the risk been fairly presented;
- if **We** would have written the risk on different terms had it been fairly presented, **We** may amend the Policy to include these terms. **We** may apply these amended terms as if they were already in place before a claim is made;
- **We** may cancel **Your** Policy in accordance with its cancellation provisions.

We will write to **You** if **We**:

- intend to treat **Your** Policy as if it never existed; or
- amend the terms of **Your** Policy; or
- reduce **Your** claim in accordance with the above.

If **You** become aware that information **You** have given **Us** is inaccurate or incomplete, **You** must inform **Us** without delay.

About us

Your Policy is underwritten by Faraday Underwriting Limited for and on behalf of Syndicate 435 at Lloyd's. Faraday Underwriting Limited is a limited company registered in England under company number 01682486. The registered office of Faraday Underwriting Limited is:

Faraday Underwriting Limited, Corn Exchange, 55 Mark Lane, London EC3R 7NE

Faraday Underwriting Limited is authorised by the Prudential Regulation Authority and

	regulated by the Financial Conduct Authority and Prudential Regulation Authority and may be found on the Financial Services Register at https://register.fca.org.uk/
Who has arranged Your cover	Your Policy has been arranged through Choice Insurance Agency Ltd, who is a limited company registered in England under company number 4420555. The registered office of Choice Insurance Agency Ltd is: Unit 1, Victoria Central, 27 Victoria Avenue Southend on Sea, Essex, SS2 6AJ Choice Insurance Agency Ltd is authorised and regulated by the Financial Conduct Authority and their details may be found on the Financial Services Register at https://register.fca.org.uk/ Choice Insurance Agency Ltd acts as agent for Us for all matters relating to the performance of the agreement number shown in the Schedule which grants Choice Insurance Agency Ltd authority to underwrite insurance on Our behalf.
Enquiries	If You have a general enquiry regarding Your Policy please contact Choice Insurance Agency Ltd. You may wish to do this through Your insurance broker whose contact details are shown in the Schedule .
How to make a claim	If You need to report a claim or an incident that may result in a claim please contact Choice Insurance Agency Ltd. You may wish to do this through Your insurance broker whose contact details are shown in the Schedule . There are a number of important conditions in relation to any claim You make, please see pages 10-12 for more details.
Things You must do	There are conditions contained in this Policy that are conditions precedent to Our liability, please refer to General Conditions 1 – 13 on pages 10-12 of this Policy. If You breach any of these conditions precedent We may deny Your claim, or reduce the amount We pay You .
Queries and Complaints	Our aim is to ensure that all aspects of Your insurance are dealt with promptly, efficiently and fairly. At all times We are committed to providing You with the highest standard of service. If You have any about Your Policy or the handling of a claim You should, in the first instance, contact Your insurance broker, whose contact details are shown in the Schedule. In the event that You wish to make a complaint, You can do so at any time by referring the matter either to Us at: Post: Complaints Manager, Faraday Underwriting Limited, Corn Exchange, 55 Mark Lane, London EC3R 7NE Email: faraday.complaints@faraday.com Or the Complaints Team at Lloyd's: Post: Complaints, Lloyd's, One Lime Street, London EC3M 7HA Telephone: 0207 327 5693 Fax: 0207 327 5225 E-mail: complaints@lloyds.com Website: www.lloyds.com/complaints If You remain dissatisfied after Lloyd's has considered Your complaint, You may have the right to refer Your complaint to the Financial Ombudsman Service. Their contact details are: Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR Telephone: 0800 023 4 567 (<i>calls to this number are free from "fixed lines" in the UK</i>) or 0300 1239123 (<i>calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK</i>)

Email: complaint.info@financial-ombudsman.org.uk

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.financialombudsman.org.uk. Making a complaint does not affect **Your** right to take legal action.

Cancellation

You can cancel this Policy at any time by contacting **Us** via your insurance broker whose contact details are shown in the **Schedule**. Full cancellation conditions are included in the General Conditions on pages 10-12.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** cannot pay a claim to **You** under this Policy. If **You** are entitled to compensation under the scheme, how much compensation **You** would receive would depend on the nature of this Policy. **You** can get more information about the scheme from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website at www.fscs.org.uk

Data Protection

The basics

We collect and use relevant information about **You** to provide **You** with insurance cover 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.

Your information may be shared with, and used by, a number of third parties in the insurance sector including 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 broker with details about other people, for example employees, **You** must provide this notice to them.

Your rights

You have rights in relation to the information **We** hold about **You**, including the right to access **Your** information held by **Us**. If **You** wish to exercise **Your** rights, discuss how **We** use your information, please use the contact details provided on our full Privacy notice available at the website link below.

Want more details?

For more information about how **We** use your personal information and **Your** rights please see our full privacy notice, which is available online at the following location:

<http://www.faraday.com/privacy?c=n>

If **You** are unable to obtain the notice via our website, please ask **Your** broker to contact **Us** and **We** will provide the notice to **You** in a different format.

Headings

The section headings used in this Policy are for reference purposes only and shall not affect the meaning or interpretation of this Policy.

GENERAL DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters within the Policy the **Schedule** and Endorsements and Extensions.

Business	means the business as described in the Schedule and shall include: • the ownership, repair and maintenance of Your business property; • the provision and management of canteen, social, sports and welfare activities for Your benefit or the benefit of Your Employees; • the provision and management of first aid, fire, security and ambulance services; • the performance of private duties carried out by Your Employees with Your written consent for any of Your principals, including directors, partners, or senior officials, and no other Business for the purposes of this Policy.
Computer System	means 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 the Insured or any other party.
Cyber Act	means 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	means: 1. 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 2. 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.
Cyber Loss	means any loss, damage, liability, claim, cost, expense of whatsoever nature direction or indirectly caused by or contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including but not limited to any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
Cyber War	means a Cyber Act and/or Cyber Incident carried out as part of a war (whether declared or not) and/or the immediate preparation for a war.
Data	means 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.
Data Protection Legislation	means the General Data Protection Regulation EU 2016/679 ("the GDPR") and/or the Data Protection and Privacy Electronic Communications (EU Exit) Regulations 2019
ELTO	means the Employers' Liability Tracing Office or any successor body or bodies to it.

Employee	means: • any person under a contract of service or apprenticeship with You; • any labour master or labour only sub-contractor or person supplied by any of them; • any self-employed person; • any person under a contract of service or apprenticeship with another employer and who is hired to, or borrowed by, You; • any person participating in any government or otherwise authorised work experience, training, study exchange or similar scheme; • any volunteers, whilst working for You in the course of the Business.
Excess	means the amount specified in the Schedule for which You will be responsible in respect of each and every claim in respect of loss of, or damage to, Property .
FCA	means the Financial Conduct Authority or any successor body or bodies to it.
Goods	means any goods or products (including containers, labelling instructions, or advice provided) manufactured, sold, supplied, erected, repaired, altered, treated, transported, serviced, or installed by You in the course of the Business .
Injury	means bodily injury, death, illness, disease, or shock causing bodily injury.
Lloyd's	means Lloyd's of London or any successor body or bodies to it.
Offshore	means from the moment in time that an Employee shall embark onto any conveyance at the point of final departure on land to any offshore installation, until the moment in time that an Employee shall disembark from any conveyance onto land upon their return from any offshore installation.
Personal Data Breach	means a breach of security leading to the accidental destruction, loss, alteration, unauthorised disclosure of, or access to, personal data, transmitted, stored or otherwise processed.
Policy Period	means the period stated in the Schedule .
PRA	means the Prudential Regulation Authority or any successor body or bodies to it.
Property	means material property.
Schedule	means the Schedule attached to this Policy.
Terrorism	means any act(s), of any person(s) or organisation(s) involving: (a) the causing, occasioning or threatening of harm of whatever nature and by whatever means; (b) putting the public or any section of the public in fear; in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.
We, Us, Our	means Faraday Underwriting Limited, for and on behalf of Syndicate 435 at Lloyd's.

You, Your, Yours means the person or persons or corporate body named in the **Schedule** and includes:

- any subsidiary company which is named in the **Schedule** operating in or from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- at **Your** written request:
 - any principal including, any director, partner, or senior official, or any **Employee** of **Yours**, while acting on **Your** behalf, of or in the course of their employment or engagement by **You**, in respect of liability for which **You** would have been entitled to insurance under this Policy if the claim against any such person had been made against **You**;
 - any officer, member or **Employee** of **Your** canteen, social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such;
 - any principal, including any director, partner or senior official of **Yours**, in respect of private work carried out by any **Employee** of **Yours** for any such person with **Your** consent;
- in the event of **Your** death, **Your** personal representatives in respect of liability incurred by **You**, provided that such person shall, as though they were **You**, observe, fulfil and be subject to this Policy including the Introduction, the Customer Service Information, the General Definitions, General Conditions, General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements as far as they can apply.

LEGISLATION

In this Policy **We** make reference to various laws and statutes. There follows a brief description of each. This is intended for information purposes only and is not part of **Your** Policy terms.

The laws and statutes referred to below shall apply as amended or replaced from time to time.

Consumer Protection Act 1987	Designed to protect consumers from products that do not reach a reasonable level of safety.
Contracts (Rights of Third Parties) Act 1999	Makes provision for the enforcement of contractual terms by third parties.
Corporate Manslaughter and Corporate Homicide Act 2007	States that companies and organisations can be found guilty of corporate manslaughter or homicide if serious management failures cause a person's death and amount to a breach of a duty of care.
Defective Premises Act 1972	Imposes duties in connection with the provision of premises and imposes liability for injury or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of.
Defective Premises (Northern Ireland) Order 1975	Imposes duties in connection with the provision of premises and imposes liability for injury or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of.
EU Environmental Liability Directive	Establishes a framework based on the "polluter pays" principle to prevent and remedy environmental damage.
Food Safety Act 1990	Provides the framework for all food legislation in Britain and sets out the duties of food producers and food handlers in relation to food safety.
GDPR	Controls how an individual's personal data is used by organisations, businesses or the government.
Health and Safety at Work etc Act 1974	Places duties on all employers to ensure, so far as reasonably practicable, the health, safety and welfare at work of all employees.
Health and Safety at Work (Northern Ireland) Order 1978	Places duties on all employers to ensure, so far as is reasonably practicable, the health, safety and welfare at work of all employees.
Road Traffic Act 1988	Consolidates certain enactments relating to road traffic, including road safety, construction and use of vehicles and equipment, licensing of drivers of vehicles, driving instruction and third-party liabilities.
Road Traffic Northern Ireland Order 1981	Relates to road traffic, including road safety, licensing of drivers of vehicles, regulation of motor vehicles, foreign vehicles and insurance against third-party liabilities.

GENERAL CONDITIONS

These apply to all Sections of this Policy and all Endorsements and Extensions unless otherwise stated.

Claims conditions	(1). (a) It is a condition precedent that You give notice in writing without delay of anything which may give rise to any claim being made against You and for which there may be liability under this Policy. If You do not do so We may reject or be unable to deal with Your claim or be unable to pay Your claim in full. Details of how to give this notice are given on page 4. (b) It is a condition precedent that You give notice in writing without delay when any claim is actually made against You (whether written or oral) and for which there may be liability under this Policy. If You do not do so We may reject or be unable to deal with Your claim or be unable to pay Your claim in full. Details of how to report a claim are given on page 4. (c) It is a condition precedent that You advise Us in writing without delay if at any time You know of any impending prosecution, inquest or fatal accident inquiry in connection with any claim or circumstance notified under (a) or (b) above. If You do not do so We may reject or be unable to deal with Your claim or be unable to pay Your claim in full. Details of how to give this notice are given on page 4. (2). It is a condition precedent that You shall without delay provide Us with such particulars and information as We may require in relation to any occurrence or claim notified to Us, and shall forward to Us, without delay on receipt, every letter, claim form, writ, summons, process, or any other legal papers. If You do not do so We may reject or be unable to deal with Your claim or be unable to pay Your claim in full.
Claims Control	We shall be entitled to take over and conduct in Your name the defence or settlement of any claim, and may prosecute at Our own expense and for Our benefit any claim for insurance or damages against any other persons, and You shall give all information and assistance required. If You do not do so We may reject or be unable to deal with Your claim or be unable to pay Your claim in full. No admission of liability or offer, promise or payment shall be made without Our written consent.
Maximum sums payable	(3). We may at any time at Our sole discretion pay to You the maximum sum payable under this Policy or any lesser sums for which any claim or claims can be settled. If We do this, We shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment, provided that in the event of a claim such costs and expenses shall not exceed an amount being in the same proportion as Our payment to You bears to the total payment made by You or on Your behalf in settlement of the claim or claims.
Care and prevention	(4). It is a condition precedent that You shall take all care to prevent accidents and to maintain and keep in proper repair Your premises, plant and everything used in the Business . You shall make good or remedy any defect or danger which becomes apparent, and take such additional precautions as the circumstances may require. It is also a condition precedent to liability hereunder that You must take all reasonable care to act in accordance with all statutory obligations and regulations including Data Protection Legislation and applicable related guidance from the Information Commissioner's Office, and to employ only competent Employees . If You do not do so We may reject or be unable to deal with Your claim or be unable to pay Your claim in full.

Cancellation by us	(5.) We can cancel this Policy by giving You fourteen (14) days' notice in writing. We will only do this for a valid reason (examples of valid reasons are as follows): (a) non-payment of premium; (b) a change in risk occurring which means that We can no longer provide You with insurance cover; (c) non-cooperation or failure to supply any information or documentation We request; or (d) threatening or abusive behaviour or the use of threatening or abusive language towards Us or any of Our appointed agents If this Policy is cancelled You will be entitled to a refund of any premium paid, subject to a deduction for any time for which You have been covered and a deduction for any commission paid to Your insurance broker. This will be calculated on a proportional basis. For example, if You have been covered for six (6) months, the deduction for the time You have been covered will be half the annual premium, in addition to the deduction for any commission paid to Your insurance broker. If You have made a claim, or one has been made against You or an incident has occurred which may result in a claim, You must pay the full annual premium and You will not be entitled to any refund.
Cancellation by you	(6.) You can cancel this policy which can take effect immediately or from a later date, although it cannot be backdated to an earlier date. You will be entitled to a refund of any premium paid, subject to a deduction for any time for which You have been covered and a deduction for any commission paid to Your insurance broker. This will be calculated on a proportional basis. For example, if You have been covered for six (6) months, the deduction for the time You have been covered will be half the annual premium, in addition to the deduction for any commission paid to Your insurance broker. If You have made a claim, or one has been made against You or an incident has occurred which may result in a claim, You must pay the full annual premium and You will not be entitled to any refund.
Other insurance	(7.) If at the time of any claim there is, or but for the existence of this Policy would be, any other insurance in favour of or purchased by You or on Your behalf, applicable to such claim, We shall not be liable under this Policy to pay You in respect of such claim except beyond the amount which would be payable under such other insurance had this Policy not been purchased.
Risk Improvement Requirements	(8.) It is a condition precedent that You shall comply and continue to comply with all risk improvement requirements that have been notified to You and agreed to by or on Your behalf. If You do not do so We may reject or be unable to deal with Your claim or be unable to pay Your claim in full.
Changes in circumstances	(9.) You shall, without delay, give notice in writing of any change in the information You provided Us with. If You do not do so We may reject or be unable to deal with Your claim or be unable to pay Your claim in full.
Governing Law	(10.) The laws of England and Wales will apply to this Policy and any attached endorsements unless We agree otherwise with You in writing before issuing the Policy. Any disputes arising under this Policy shall be subject to the exclusive jurisdiction of the English Courts.

Contract (Rights of Third Parties) Act 1999

- (11). A person who is not a party to this contract has no right under the Contract (Rights of Third Parties) Act 1999 (as may be amended or replaced from time to time) 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.

Several Liability

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

Premium Adjustment

- (13). **You** may be required to pay additional premium. If this Policy is written on an adjustable basis please refer to the Premium paragraph of **Your Schedule** for further details.

GENERAL EXCLUSIONS

General Exclusions (1) to (7) apply to all Sections of this Policy and all Endorsements and Extensions unless otherwise stated. **We** will not cover **You** in respect of:

United States and Canada	(1). any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgment award or settlement either in whole or part) unless You have requested that there shall be no such limitation and have accepted the terms offered by Us in granting such cover, which offer and acceptance must be subject to specific endorsement to this Policy.
Radioactive and nuclear	(2). any liability caused by, or contributed to, by, or arising from: • ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel • the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component, but as far as concerns Injury to any Employee which arises out of and in the course of their employment or engagement by You this exclusion shall apply only in respect of: • liability of any principal, including directors, partners, or senior officials • liability assumed by You by agreement and which would not have attached in the absence of such agreement.
Punitive damages	(3). any liability for punitive, multiplied or exemplary damages, fines or penalties.
Terrorism	(4). any liability as a result of Terrorism , except as provided in Section 1, Extension 3.
Contractual liability	(5). any liability which is assumed by You by agreement, unless such liability would have attached in the absence of such agreement.
Legal Restrictions	(6). any cover, claim or benefit under this Policy where doing so would breach any sanction, prohibition or other restrictions imposed by any law or regulation.
Asbestos	(7). Injury, loss, damage, cost or expense of any kind caused by, or contributed to, by, or arising from, the manufacture, production, storage or handling of asbestos or materials containing asbestos. This Exclusion shall not apply to the accidental discovery of asbestos, or materials containing asbestos fibre, provided that without delay, upon discovery all handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, ceases and any subsequent handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, is carried out by qualified licensed subcontractors on terms which will indemnify You for all liability arising out of such work.

General Exclusions (8) to (15) apply to Sections 2, 3 and 4 of the Policy and any Endorsements and Extensions under these Sections. **We** will not cover **You** in respect of:

Employment	(8). Injury sustained by an Employee which arises out of and in the course of their employment or engagement by You .
War	(9). loss of, or damage, or legal liability occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or 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.
Defective Workmanship	(10). loss of, or damage to, or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling, or making any refund in respect of Goods .
Watercraft, Aircraft and Offshore	(11). liability arising from Goods used with Your knowledge in connection with aircraft and other aerospace devices (including drones), watercraft, or Offshore structures.
Removal of hazardous materials	(12). Injury , loss, damage, cost or expense of any kind caused by, resulting from or in connection with, any component building material that must be removed, encapsulated or otherwise abated because its presence or release is a hazard to human health.
Fungus and Mould	(13). Injury , loss, damage, cost or expense of any kind caused by, resulting from or in connection with any fungus of any kind, including but not limited to mildew, mould, spores or allergens.
Communicable Disease	(14). any liability for injury loss or damage or any associated costs or expenses, or any fines or penalties or any other amount directly or indirectly caused by or arising from: 1) Coronavirus (COVID-19) (the disease caused by SARS-CoV-2); 2) Other disease caused by any mutation or variant of SARS-CoV-2; 3) Any novel infectious disease caused by a newly identified agent; or, 4) A threat, fear or likelihood of infection from any of the above or measures taken to prevent the spread of any of the above. This includes claims involving quarantine, whether self-imposed, recommended by a medical professional or imposed by government or public authority.

Cyber Liability

- (15). any loss, damage, liability, claim, fine, penalties, cost or expense of whatsoever nature directly or indirectly caused by contributed to by, resulting from, arising out of or in connection with any:
- 1) **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
 - 2) Loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**; where such loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss of, or theft of any **Data** is directly or indirectly caused by contributed to by, resulting from, arising out of or in connection with a **Cyber Act** or **Cyber Incident**
 - 3) **Cyber War**;
- regardless of any other cause or event contributing concurrently or in any other sequence thereto. However this exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:
- a) any ensuing **Injury**; or
 - b) any ensuing physical damage to **Property**;
- resulting from or arising out of a **Cyber Incident** or a **Cyber Act**. Nothing contained in the foregoing shall provide coverage for any action taken in controlling preventing suppressing or remediating a **Cyber Incident** or a **Cyber Act**.
- This exclusion shall not apply to the Data Protection Extension under Section 2 of this Policy.

General Exclusion (16) applies to Sections 2 and 3 of the Policy and any Endorsements and Extensions under these Sections. **We** will not cover **You** in respect of:

Pollution

- (16). any liability caused by, or arising out of pollution, or contamination of buildings or other structures or of water or land or the atmosphere, but this exclusion shall not apply in respect of pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **Policy Period** stated in the **Schedule**.

SECTION 1: EMPLOYER'S LIABILITY

The following conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

What is covered	Limitations and exclusions
SCOPE OF COVER (1) All sums which You shall become legally liable to pay as damages including claimants' costs and expenses in respect of Injury sustained by an Employee of Yours arising out of and in the course of their employment or engagement by You and caused during the Policy Period stated in the Schedule in connection with the Business and occurring within the Geographical Limits given below. (2) All costs and expenses incurred by You (except as described in 3 below) with Our written consent in respect of any claim against You which may be covered by this Policy. (3) The payment of legal and other defence fees incurred with Our written consent, up to a limit of £50,000 arising out of any one occurrence, for Your representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death, and at which Your Employee or principal, including any director, partner, or senior official, has been requested to give evidence, and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Injury which may be covered by this Policy. LIMITS OF LIABILITY The most We will pay under this Section in respect of any one claim against You, or series of claims against You arising out of one occurrence, inclusive of all costs and expenses shall not exceed in the aggregate the Limit of Liability stated in the Schedule. GEOGRAPHICAL LIMITS In this section, Geographical Limits means Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or whilst temporarily outside the countries named above provided that any such Employee is: (a) ordinarily resident in any of the above countries; and (b) engaged in non-manual work.	We shall not cover You under this Section against liability: (a) for Injury sustained by any Employee: (i) in respect of which compulsory insurance is required to be arranged by You under the Road Traffic Act 1998 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation; or (ii) whilst Offshore other than as referred to in Extension 2 of this Section 1. (iii) due to any Cyber Loss regardless of any other cause or event contributing concurrently or in any other sequence, other than as referred in Extension 4 of this Section 1.

What is covered	Limitations and exclusions
RIGHTS OF RECOVERY The cover under 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 or the Isle of Man. You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law.	

SECTION 1 EXTENSION

The following Extensions only apply if this Section is operative and if specified in the **Schedule**, and are in addition to the General Extensions.

What is covered	Limitations and exclusions
1. UNSATISFIED COURT JUDGMENTS (a) Where a judgment for damages has been obtained by any Employee or their legal personal representatives: (i) in respect of Injury sustained by the Employee arising out of and in the course of their employment by You; (ii) Against any company or individual operating from, or resident within, the Geographical Limits in any court situated in the Geographical Limits, and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment, at your request. We will pay to the Employee or their legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied. (b) If any payment is made by we the Employee or their said legal personal representatives shall assign the judgment to us. (c) Our liability for damages, costs and expenses shall not exceed the amount stated as the Limit of Liability in the Schedule.	We will not cover any judgment where an appeal remains outstanding.
2. OFFSHORE If We are required by compulsory insurance regulations then We will make a payment in respect of Injury occurring Offshore.	The amount We will pay You shall be limited to £5,000,000 any one occurrence.

What is covered	Limitations and exclusions
3. TERRORISM Injury as a result of Terrorism to any Employee of Yours which arises out of and in the course of employment or engagement by You .	We shall not cover You in respect of liability in excess of £5,000,000 any one occurrence.
4. Cyber Loss If We are required by compulsory insurance regulations or laws then We will insure You in respect of Your legal liability arising from Injury as a result of a Cyber Loss to any Employee of Yours which arises out of and in the course of employment or engagement by You .	The most We will pay under this Section in respect of any one claim against You , or series of claims against You arising out of one occurrence, inclusive of all costs and expenses, shall not exceed in the aggregate the Limit of Liability stated in the Schedule .

SECTION 2: PUBLIC LIABILITY

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

What is covered	Limitations and exclusions
SCOPE OF COVER (1) All sums which You shall become legally liable to pay as damages including claimants' costs and expenses in respect of: (a) Accidental Injury to any person; (b) Accidental physical loss of, or physical damage to, Property; (c) Obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement; (d) Wrongful arrest, wrongful detention, false imprisonment, or malicious prosecution; In connection with the Business and occurring anywhere within the Geographical Limits given below during the Policy Period stated in the Schedule. (2) All costs and expenses incurred by You (except as described in 3 below) with Our written consent in respect of any claim against You which may be covered by this Policy. (3) The payment of legal and other defence fees incurred with Our written consent, up to a limit of £50,000 arising out of any one occurrence, for Your representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which Your Employee or principal, including any director, partner, or senior official, of Yours has been requested to give evidence and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Injury or loss of or damage to Property which may be covered by this Policy. LIMITS OF LIABILITY The most We will pay under this Section (including any extensions) for damages in respect of any one claim against You or series of claims against You arising out of one occurrence shall not exceed in the aggregate the Limits of Liability stated in the Schedule. Any costs and expenses incurred by You in respect	We shall not cover You under this Section: (a) for loss of, or damage to, Property belonging to You, or in Your custody or control, or in the custody or control of Your Employees other than: (i) personal effects (including vehicle and their contents) of Employees or visitors; (ii) any premises including their contents, not being premises leased or rented to You, which are temporarily occupied by You for the purpose of carrying out work there; (iii) any other Property on which You or any of Your Employees or agents is or has been carrying out work, but We will not cover You in respect of loss or damage to that part of any Property being worked upon; (b) for loss arising from the ownership, possession or use under Your control or the control of any of Your Employees of: (i) any mechanically propelled vehicle, including anything attached to it, used in circumstances where insurance or security is required by any road traffic legislation or where insurance is provided by any other policy or security; (ii) any craft intended to travel through air or space, or other aerial devices, hovercraft, or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length); (c) for loss caused by any Goods after they have left Your custody or control, other than food or drink supplied primarily for the use of Your Employees or for entertainment purposes; (d) for loss arising from professional advice given separately for a fee or other charge by You or by anyone on Your behalf or in circumstances where a fee would normally be charged; (e) The amount shown as Excess stated in the Schedule.

What is covered	Limitations and exclusions
of this Section under this Policy will be payable in addition to the Limits of Liability stated in the Schedule. GEOGRAPHICAL LIMITS In this section, Geographical Limits means: (1) Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; (2) Elsewhere in the world arising out of temporary Business visits by Employees: • ordinarily resident in any of the aforesaid countries; • Engaged in non-manual work.	

SECTION 2 EXTENSIONS

The following Extensions only apply if this Section is operative and if specified in the **Schedule**, and are in addition to the General Extensions.

What is covered	Limitations and exclusions
1. MOTOR VEHICLES TOOL OF TRADE RISK We will cover You in respect of liability for Injury or loss of or damage to Property caused by or arising from: (a) the use of plant as a tool of trade at Your premises or on any site at which You are working; (b) the loading or unloading of any vehicle or the bringing to, or taking away of, a load from any vehicle; (c) Damage to any building, bridge, weighbridge road or to anything beneath, caused by vibration or by the weight of any vehicle or its load.	We will not cover You against liability: (a) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle; (b) For which insurance is provided by any other policy.
2. MOTOR CONTINGENT LIABILITY We will cover You in respect of liability for Injury or damage to Property arising from the ownership, possession or use under Your control or the control of any of Your Employees of any mechanically propelled vehicle, including anything attached to it, used in circumstances where insurance or security is required by any road traffic legislation or where insurance is already provided by any other policy or security, caused by or arising from any motor vehicle or anything attached to it, not belonging to or provided by You, being used by an Employee in the	We shall not cover You against liability: (a) in respect of damage to any such vehicle or anything attached to it or Property being conveyed by such vehicle or anything attached to it; (b) for which insurance is already provided by any other policy; (c) caused or arising whilst such vehicle or

What is covered	Limitations and exclusions
course of the Business.	anything attached to it is: (i) engaged in racing, pace-making, reliability trials, or speed testing; or (ii) driven by the You; or (iii) being driven with Your consent or the consent of anyone acting on Your behalf by any person who to Your, or anyone acting on Your behalf's, knowledge does not hold a licence to drive such vehicle; or (iv) Used outside the Geographical Limits.
3. MOVEMENT OF OBSTRUCTING VEHICLES We will cover You in respect of liability for Injury or loss of or damage to Property caused by or arising from any vehicle (not owned or hired by or lent to You) being driven by You or by any Employee with Your permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians. We will only cover You under this Section extension if: (a) movements are limited to vehicles parked on or obstructing Your premises, or any site at which You are working; and (b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle; and (c) The vehicle causing obstruction is driven by use of the owner's ignition key.	We will not cover You against liability: (a) in respect of damage to such vehicle; (b) In respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.
4. DEFECTIVE PREMISES ACT We will cover You in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned or occupied by You for purposes pertaining to the Business and which have since been disposed of by You.	We will not cover You against liability: (a) for which insurance is already provided by any other policy; (b) For the costs of making good any defect or alleged defect in such premises.
5. LEASED OR RENTED PREMISES We will cover You in respect of liability for loss of, or damage to, premises including their contents being leased or rented to You.	We will not cover You against liability assumed by You under any agreement, which would not have attached in the absence of such agreement.

What is covered	Limitations and exclusions
6. OVERSEAS PERSONAL THIRD PARTY LIABILITY We will cover: (a) You; and (b) at Your request: (i) any principal, including any director, partner, senior official, or any Employee of Yours; (ii) any spouse or child of the persons stated in (a) or (b)(i) above who are accompanying such persons In respect of personal liability incurred by such persons for accidental Injury to any person or accidental loss of or damage to Property in connection with an event occurring in a country outside of the Geographical Limits of Section 2 whilst on a temporary visit to such country in connection with the Business. Provided that: (a) any insured person under this Section Extension shall as though they were You be subject to the introduction, the customer service information, the general definitions, general conditions, general exclusions, sections, section extensions, the Schedule and any endorsements to this Policy; (b) Nothing in this Section Extension shall increase our liability to pay any amount exceeding the Limits of Liability stated in the Schedule, regardless of the number of persons claiming to be covered.	We shall not cover You in respect of: (a) contractual liability; (b) liability for which insurance is already provided by any other policy; (c) liability in respect of damage to Property belonging to or in the custody or under the control of any insured person under this Section Extension; (d) liability in respect of Injury to any insured person under this Section Extension; (e) liability caused by or arising from: (i) the ownership or occupation of land or buildings; (ii) the carrying on of any business, profession, trade or employment; (iii) The ownership, possession or use of animals other than domestic dogs or cats.
7. DATA PROTECTION If You have registered as a Data Controller or act as a Data Processor in accordance with the terms of any Data Protection Legislation or have applied for such registration which has not been refused or withdrawn, We will cover You under this Section 2 Extension in respect of liability to any person, other than an Employee, for distress suffered as a result of a Personal Data Breach because of Your failure to comply with Data Protection Legislation and if the claim is first made against You during the Policy Period stated in the Schedule.	We will not cover You in respect of: (a) Legal or regulatory fines, penalties or sanctions of any kind; (b) the first 10% of any amount covered under this extension, subject to a minimum of £500 and a maximum of £5,000; (c) liability caused by, or arising from, a deliberate act by, or omission of any person entitled to insurance under this Section 2 Extension or any Employee if the result could reasonably have been expected having regard to the nature and

What is covered	Limitations and exclusions
The most We will cover You for under this Extension in respect of all damages inclusive of costs and expenses in relation to claims for distress only, shall not exceed £500,000 in the aggregate during the Policy Period regardless of the number of claimants affected by any Personal Data Breach.	circumstances of such act or omission; (d) the costs of replacing, reinstating, rectifying or erasing any personal data or the costs of: (i) reporting any Personal Data Breach(es) to any regulatory body; or (ii) responding to any investigation by any regulatory body or any criminal investigation or prosecution relating to personal data; or (iii) notifying data subjects of any Personal Data Breach(es); (e) liability caused by, or arising from, any incident or circumstances known to You at the start of the Policy Period stated in the Schedule which may give rise to a claim; (f) liability caused by or arising from the recording, processing or provision of data (i) for reward; or (ii) for the determining of the financial status of a person; (g) contractual liability; (h) liability for financial loss of any kind, other than damages for distress suffered as a result of a Personal Data Breach (i) Liability in respect of Injury to any person or damage to Property.

SECTION 3: PRODUCT LIABILITY

The following conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the Schedule and any Endorsements.

What is covered	Limitations and exclusions
SCOPE OF COVER (1) All sums which You shall become legally liable to pay as damages including claimants' costs and expenses in respect of: (a) Accidental Injury to any person; and (b) Accidental physical loss of, or physical damage to, Property, Caused by any Goods occurring anywhere within the Geographical Limits given below during the Policy Period stated in the Schedule which arises in connection with the Business. (2) All costs and expenses incurred by You (except as described in 3 below) with Our written consent in respect of any claim against You which may be covered by this Policy. (3) The payment of legal and other defence fees incurred with Our written consent up to a limit of £50,000 arising out of any one occurrence for Your representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which an Employee or principal including a director, partner, or senior official, of Yours has been requested to give evidence and at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Injury or loss of or damage to Property in respect of any Goods. LIMITS OF LIABILITY The most We will pay under this Section (including any extensions) in respect of damages awarded against You shall not exceed in the aggregate during the Policy Period the Limits of Liability stated in the Schedule. Any costs and expenses incurred by You in respect of this Section, will be payable in addition to the Limits of Liability. GEOGRAPHICAL LIMITS Anywhere in the world other than at Your premises during the Policy Period stated in the Schedule and caused by any Goods.	We shall not cover You under this Section in respect of liability: (a) caused by, or in connection with, any Goods which to Your knowledge are for export to, or use in, the United States of America or Canada; (b) caused by any Goods in the custody or control of You; (c) The amount shown as Excess in the Schedule. (d) for damage or Injury or any associated costs or expenses arising from the installation of insulating material or solar panels in connection with any government or local authority sponsored energy efficiency or energy saving scheme where such damage or Injury occurs after installation.

SECTION 3 EXTENSIONS

The following Extensions only apply if this Section is operative and if specified in the **Schedule** and are in addition to the General Extensions.

What is covered	Limitations and exclusions
1. CONSUMER PROTECTION ACT AND FOOD SAFETY ACT We will cover You, and at Your request any principal, including any director, partner, senior official, or any Employee of Yours, under this Section 3 Extension, for legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 and Sections 7 and 8 of the Food Safety Act 1990, including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection. Provided that: (a) the proceedings relate to an offence alleged to have been committed during the Policy Period stated in the Schedule and in the course of the Business; (b) The principal, including a director, partner or senior official, or Employee shall as though they were you be subject to the terms, conditions, exclusions and limitations of this Policy insofar as they can apply.	We shall not cover You in respect of: (a) fines or penalties of any kind; (b) any proceedings arising from circumstances for which insurance is already provided by any other policy; (c) proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this Section 3 Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission; (d) Proceedings which arise out of any activity or risk excluded from this Policy.

GENERAL EXTENSIONS

These apply to all Sections of this Policy unless otherwise stated.

What is covered	Limitations and exclusions
1. INDEMNITY TO PRINCIPAL We will cover any principal under Sections 1 and 2 against liability in respect of Injury or loss of, or damage to, Property, to the extent that any contract or agreement entered into by You with any principal so requires.	Provided that: (a) payment would have been made by Us had a claim been made against You; (b) the principal shall observe fulfil and be subject to the terms, conditions, exclusions and endorsements of this Policy as far as they can apply; (c) No payment will be made by Us in respect of liquidated damages or under any penalty clause; (d) payment made by Us under Section 1 shall only apply in respect of liability to any person who is an Employee.
2. CROSS LIABILITIES If You are comprised of more than one party, We will under Sections 2, 3 and 4 make payment to each party in the same manner and to the same extent as if a separate Policy had been issued to each party.	Nothing in this Extension shall increase the Limits Of Liability of the operative Section(s) stated in the Schedule, regardless of the number of persons claiming to be insured by this Policy.
3. HEALTH AND SAFETY AT WORK AND CORPORATE MANSLAUGHTER We will cover You and at Your request any director, partner, senior official or Employee of Yours, in respect of legal costs and expenses incurred with Our written consent in the defence of any prosecution or (subject to the provisions below) incurred in connection with appeal against conviction arising from such prosecution under the provisions of: (1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978; (2) the Corporate Manslaughter and Corporate Homicide Act 2007. Provided that the proceedings relate to an offence alleged to have been committed during the Policy Period and in the course of the Business, and where there is also a claim or potential claim for damages against You or any of the additional	We will not cover You in respect of: (a) fines or penalties of any kind, remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution, including any fee for intervention; (b) any circumstances for which cover is provided by any other insurance; (c) proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission; (d) proceedings which arise out of any activity or risk excluded from this Policy.

What is covered	Limitations and exclusions
persons insured, You are entitled to cover under this Policy. We will only pay the costs and expenses of legal representation for an appeal against conviction if: (a) any related claim against You for damages remains unsettled; and (b) in the opinion of the legal representatives acting for You an appeal is more likely than not to succeed; and (c) the total amount of any damages likely to be awarded against you exceeds the total cost of legal representation for an appeal. The most We will cover You for in respect of all such legal costs and expenses in respect of each and every prosecution, arising out of one occurrence shall not exceed £1,000,000 regardless of the number of offences alleged against You.	If a claim for damages is settled or is withdrawn, We will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment.
4. COURT ATTENDANCE COSTS If any of the people mentioned below attend court as a witness at Our request, in connection with a claim in respect of which You are entitled to insurance under this Policy, We will provide compensation to You at the following rates per day for each day on which attendance is required: (a) £250 for You or any of Your directors or partners; (b) £100 for any Employee.	