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EMPLOYERS', PUBLIC AND PRODUCTS  
LIABILITY

POLICY WORDING



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## IMPORTANT INFORMATION

### YOUR RIGHT TO CANCEL

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

### TERMINATION

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

### MAKING A CLAIM

If you need to make a claim, or you need to inform us of an incident or circumstance that may constitute a claim, in the first instance please contact **Charles Taylor General Adjusting Services Ltd**

Claims notification phone number 0330 333 7447

E-mail: [chapmanstaceyclaims@ctplc.com](mailto:chapmanstaceyclaims@ctplc.com)

51-52 St John's Square  
London  
EC1V 4JL

### MAKING A COMPLAINT

If the Insured has any questions or concerns about this insurance or the handling of a claim, please contact the broker/intermediary named in the Schedule through whom this insurance was arranged.

If the Insured wishes to make a complaint, the Insured can do so at any time by referring the matter to the Complaints Manager at XL Catlin.

The address of the XL Catlin Complaints Manager is:

Complaints Manager  
XL Catlin Insurance  
Company UK Ltd  
20 Gracechurch Street  
London EC3V 0BG United  
Kingdom  
Email: [xlcatlinukcomplaints@xlcatlin.com](mailto:xlcatlinukcomplaints@xlcatlin.com)  
Telephone Number: +44 (0) 20 7743 8487

If the Insured remains dissatisfied, the Insured can refer the complaint to the Financial Ombudsman Service at:

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The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
United Kingdom  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
FOS web address: <http://www.financial-ombudsman.org.uk/>

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From within the United Kingdom

Telephone Number:

0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)

0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Telephone Number: +44 (0) 20 7964 1000

Fax: +44 (0) 20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for Catlin Underwriting Agencies Limited is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

**Following this complaints process does not impact the Insured's legal rights.**

Financial Services Compensation Scheme

XL Catlin Syndicate 2003 is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we are unable to meet our obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (7<sup>th</sup> floor Lloyd's Chambers, Portsoken Street, London E1 8BN) and on their website: <http://fscs.org.uk>

## HOW WE USE YOUR INFORMATION

### Fair Processing Notice

This Privacy Notice describes how XL Catlin Insurance Company UK Ltd (**together, "we", "us" or the "Insurer"**) collect and use the personal information of insureds, claimants **and other parties ("you") when we are providing our insurance and reinsurance services.**

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

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You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: [compliance@xlcatlin.com](mailto:compliance@xlcatlin.com)

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how we process your personal information, please see our full privacy notice at: <http://xlgroup.com/footer/privacy-and-cookies>.

## **EMPLOYERS' LIABILITY TRACING OFFICE**

Certain information relating to your insurance certificate or policy, namely:

- the policy number(s),
- **employers' names and addresses (including subsidiaries and any relevant changes of name),**
- coverage dates, and
- **the Employers' Reference Numbers (ERN) provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers**

**will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to the Employers' Liability Database (ELD).**

It is understood by you that the above named information provided to Insurers will be processed by Insurers, for the purpose of providing the ELD, in compliance with the **provisions of the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.**

The ELTO may provide such information to third parties to assist individuals with claims arising out of their course of employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom, to identify an insurer **or insurers that provided employers' liability insurance.**

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## INTRODUCTION

Please read this policy together with the Schedule and notify us as soon as practicably possible of any errors or omissions.

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

This Introduction, the Operative and Indemnity Clause, the Definitions, Extensions, Conditions, Exclusions, Sections, the Schedule and any Endorsements all form part of this Policy.

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.

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

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

Chapman and Stacey Ltd  
Acting on behalf of XL Catlin Insurance Company UK Ltd

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## DEFINITIONS

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.

### 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

### Damage

Loss destruction or damage.

### Data

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

### Employee

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

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

### Excess

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

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

### Injury

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

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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

XL Catlin Insurance Company UK Ltd

Offshore

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

Period Of Insurance

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

Pollution

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

Principal

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

The Premises

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

Product

Any property (including packaging, containers and labels) after it has left Your custody or control which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by You or on Your behalf

Property

Material property but not including Data

Terrorism

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



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## OPERATIVE AND INDEMNITY CLAUSE

We will indemnify You against:

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

Defence Costs include legal expenses

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

Provided that:

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

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

## SECTION 1 - EMPLOYERS LIABILITY

### DEFINITION

#### Territorial Limits

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

### COVER

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

## SECTION 2 - PUBLIC LIABILITY

### DEFINITION

#### Territorial Limits

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

### COVER

We will indemnify You in accordance with the Operative Clause for

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

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

4. Wrongful arrest, false imprisonment or false eviction

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

## SECTION 3 - PRODUCTS LIABILITY

### DEFINITION

#### Territorial Limits

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

### COVER

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

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## CONDITIONS

(Conditions apply to all Sections unless specified otherwise)

### OBSERVANCE OF TERMS

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

### 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.

We will notify You in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding Claim and (ii) and/or (iii) apply, We will have the right to:

- (1) **give You thirty (30) days' notice that We are terminating this policy;** or
- (2) give You notice that We will treat this policy and any future Claim in accordance with (ii) and/or (iii), in which case You may then give Us thirty **(30) days' notice that You are terminating this** policy.

If this policy is terminated in accordance with (1) or (2), We will refund any premium due to You in respect of the balance of the Period of Insurance.

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## ALTERATION

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

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

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

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## CANCELLATION

4.

(a) Your Right to Cancel during the Cooling-Off Period

You are entitled to cancel this policy by notifying Us in writing, by email or by telephone within fourteen (14) days of either:

- (i) the date You receive this policy; or
- (ii) the start of Your Period of Insurance;

whichever is the later.

A full refund of any premium paid will be made unless You have made a Claim in which case the full annual premium is due.

(b) Your Right to Cancel after the Cooling-Off Period

You are entitled to cancel this policy after the cooling-off period by notifying Us in writing, by email or by telephone. Any return of premium due to You will be calculated at a proportional daily rate depending on how long the policy has been in force unless You have made a Claim in which case the full annual premium is due.

(c) Our Right to Cancel

We are entitled to cancel this policy, if there is a valid reason to do so, including for example:

- (i) any failure by You to pay the premium; or
- (ii) a change in risk which means We can no longer provide You with insurance cover;  
or
- (iii) non-cooperation or failure to supply any information or documentation We request, such as details of a Claim;

by giving You fourteen (14) days' notice in writing. Any return of premium due to You will be calculated at a proportional daily rate depending on how long the policy has been in force unless You have made a Claim in which case the full annual premium is due.

## REASONABLE PRECAUTIONS

5. It is a condition to Our liability under this Policy that You shall: -

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

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The Insurer shall have no liability under the policy, if the Insured fails to comply with this term, unless the Insured shows that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

#### CHOICE OF LAW AND JURISDICTION

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

#### CLAIMS CONDITIONS

7. (a) It is a condition to Our liability under this policy that You shall:
- (i) give immediate notice 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.

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- (ii) immediately 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.

The Insurer shall have no liability under the policy, if the Insured fails to comply with this term, unless the Insured shows that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

- (b) We shall be entitled:
  - (i) at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to prosecute at Our expense and for Our own benefit any claim for indemnity or damages against any other persons in respect of any event insured by this Policy and You shall give all information and assistance required at no cost to Us
  - (ii) at any time to pay the Limit of Indemnity or the Limit of Liability (after the deduction of any sum already paid) or any less amount for which a claim can be settled and shall relinquish the conduct and control of the claim and be under no further liability except for payment of costs or expenses incurred prior to the date of payment.
- (c) If the terms of Conditions 7(a) or 7(b) have not been complied with, and as a direct consequence, the amount for which We are liable under this Policy has increased, then no payment shall be made by Us in respect of the amount of such increase.
- (d) If We so request, any claimant under this policy shall at Our expense do or permit to be done anything We may reasonably require for the purposes of enforcing any rights and remedies or obtaining relief or indemnities from other parties to which We are or may become entitled, whether these actions are required before or after We agree to indemnity under this policy.
- (e) Contribution:

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

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



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

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

#### **INSURED'S COMPLIANCE**

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

#### LONG TERM AGREEMENT CLAUSE

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

#### FINANCIAL OR TRADE SANCTIONS

11. **We shall not provide any benefit under this policy 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.**

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#### 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

If You, or anyone acting for You, makes a fraudulent Claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, We:

- (a) will not be liable to pay the Claim; and
- (b) may recover from You any sums paid by Us to You in respect of the Claim; and
- (c) may by notice to You treat this Policy as having been terminated with effect from the time of the fraudulent act.

If We exercise Our right under (c) above:

- (i) We shall not be liable to You in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to Our liability under this Policy (such as the occurrence of a loss, the making of a Claim, or the notification of a potential Claim); and.
- (ii) We need not return any of the premium paid.

#### PROPORTIONMENT OF DEFENCE COSTS

13. 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

14. 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.

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

15. 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)

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

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

17. Where indemnity is provided in respect of occurrences in the United States of America or Canada or their dependencies or trust territories Our Liability

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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)

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

EXCESS (Applicable to Sections 2 & 3 only)

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

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## EXTENSIONS

(Extensions apply to all Sections unless specified otherwise)

### ADDITIONAL PERSONS INSURED

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

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

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

### COURT ATTENDANCE COSTS

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

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

Provided always that

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

UNSATISFIED COURT JUDGEMENTS (Applicable to Section 1 only)

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- 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 (6) months after the date of such judgement,

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

Provided always that

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

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

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

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

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

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

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

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

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

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

- 8 Despite Exclusion 10 this insurance will indemnify You in respect of Injury

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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

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

The indemnity will not apply:

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



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## EXCLUSIONS

(Exclusions apply to all Sections unless specified otherwise)

### RADIOACTIVE CONTAMINATION

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

### WAR & SIMILAR RISKS

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

### ELECTRONIC RISK

3. We will not cover indemnity against any legal liability for Damage, distortion, erasure, corruption or alteration of

ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use reduction in functionality cost expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. **Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.**

#### DATE RECOGNITION EXCLUSION

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

#### ROAD TRAFFIC ACT

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

#### LIABILITY ASSUMED UNDER CONTRACT

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

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

#### FINES OR PENALTIES

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

#### OFFSHORE WORK

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

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

9. We will not pay for liability 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 anyway relating to any act of Terrorism

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

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

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

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

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

11. We will not pay for any liability arising out of Products supplied other than:
- (a) food or drink sold or supplied for consumption by Your directors, Employees or visitors

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- (b) the disposal of furniture and office equipment originally intended solely for use by You in connection with the Business and which is no longer required for that purpose

AIR AND WATER CRAFT (Applicable to Section 2 only)

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

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

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

DEFECTIVE WORK OR MATERIALS (Applicable to Section 2 only)

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

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

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

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

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

POLLUTION (Applicable to Sections 2 & 3 only)

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

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- (b) from any Pollution or contamination of buildings or other structures or of water or land or the atmosphere in North America or where a claim is brought in a court of law in North America

ASBESTOS (Applicable to Sections 2 & 3 only)

18. We will not pay for any liability arising or resulting from or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

EXCESS (Applicable to Sections 2 & 3 only)

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

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

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

DAMAGE TO PRODUCTS (Applicable to Section 3 only)

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

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

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

PRODUCT RECALL (Applicable to Section 3 only)

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

AIRCRAFT PRODUCTS (Applicable to Section 3 only)

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

EXPORTS TO NORTH AMERICA (Applicable to Section 3 only)

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

26 . CORONA VIRUS ABSOLUTE EXCLUSION ( Applicable to Section 2 and 3 only )

Notwithstanding any other provision, no cover is provided under this policy for any claim, loss, liability, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:

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(i) any fear or threat (whether actual or perceived) of; or

(ii) any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of;

coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.