



## Liability Insurance Policy

Please read this document carefully and keep for future reference

### **MG Underwriting**

Staley House  
Hassall Street  
Stalybridge  
SK15 2LF

**Tel:** 0161 304 9933

**Fax:** 0161 304 9966

[www.mgunderwriting.com](http://www.mgunderwriting.com)

# Introduction

## Who the Insurers are

This insurance is provided by DTW1991 Underwriting Limited on behalf of Syndicate DTW1991 at Lloyd's.

Syndicate 1991 at Lloyd's is managed by Coverys Managing Agency Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered in England and Wales No. 04690709.

Registered Office: 6<sup>th</sup> Floor, One Creechurch Place, Creechurch Lane, London, EC3A 5AY.

## Certification and extent of Policy Coverage

This is to certify that in accordance with the authorisation granted under Contract Number B6991SCO2015S01 (or replacement thereof) to MG Underwriting (a trading style of MG Insurance Consultants Limited) by DTW1991 Underwriting Limited on behalf of Syndicate DTW1991 (whose identity is stated further under "Who the Insurers Are" section of this policy), the Insurers, and in consideration of premium specified having been paid, Insurers agree to the extent and in the manner detailed, to indemnify the Insured against loss or Damage sustained or legal liability for accidents happening, which occur during the Period of Insurance and arising from the business, as detailed in the Policy Schedule, after such loss, Damage or liability has been proved.

Provided always that:

- 1) Insurers liability shall not exceed the limits of liability expressed in the attaching Schedule or such other limits of liability as may be substituted by endorsement and agreed by or on their behalf;
- 2) This Policy insures only in respect of the sections specified in the Policy Schedule.
- 3) This Policy is subject to all the provisions, conditions, warranties and exclusions which are contained within the body of the wording or that may be endorsed or added thereto, all of which are to be considered as incorporated and shall be read together.

## The Insurance Contract

This Policy is a contract of insurance between you and the Insurer.

The following are elements for the contract of insurance between you and the Insurer. Please read them carefully and if they require any amendments please return them to your broker for correction. Keep the Policy safe in case You need to refer to it.

- Your Policy;
- The Schedule;
- Endorsements.

It is important that You:

- check that the Sections You have requested are included in the Schedule;
- check that the information You have given Us is accurate;
- comply with Your duties under each Section and the insurance as a whole.

## The Agreement

In this contract of insurance, the Insurer's syndicate numbers and proportions are shown in the table. The Insurer bind themselves severally and not jointly, that is, in the event of a loss, the Insurer and their Executors and Administrators are liable only for their share of their syndicate's proportion of the risk.

You or Your representative can obtain the name of each of the Insurers and their respective shares by applying to:

Market Services,  
Lloyd's,  
One Lime Street  
London EC3M 7HA.

The Insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

The Insurers Firm Reference Numbers and other details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk)

Policy Sections	Insurer	Proportion
Section A Section B and Section C	Syndicate DTW1991 at Lloyd's	100%

This Policy is Underwritten under a binding authority contract for and on behalf of the Insurers by:

MG Underwriting  
Staley House  
Hassall Street  
Stalybridge  
Cheshire  
SK15 2LF

## Conformity

In this Policy You will find that some items can be singular or plural, feminine or masculine. This clause is designed to correct this. Words in the singular shall include the plural and vice versa. Words importing the masculine will import the feminine and the neuter. References to 'a person' will also to include any individual, company, partnership, or any other legal entity. References to a statute law also includes all its amendments or replacements.

## 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 this Policy as if it never existed and decline all claims.

For example, We may:

- treat this Policy as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if We provided You with insurance cover which We would not otherwise have offered;
- amend the terms of Your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by Your carelessness;
- charge You more for Your Policy or reduce the amount We pay on a claim in the proportion the premium You have paid bears to the premium We would have charged You;
- cancel Your Policy in accordance with Our Cancellation Rights below.

We or Your insurance broker will write to You if We:

- intend to treat Your Policy as if it never existed; or
- need to amend the terms of Your Policy; or
- require You to pay more for Your insurance.

If You become aware that information You have given Us is inaccurate, You must inform Your broker as soon as practicable.

# Your Personal Information Notice

## The basics

We collect and use relevant information about You to provide You with Your insurance cover or the insurance cover that benefits You and to meet Our legal obligations.

This information includes personal data such as Your name, address, contact details and other information that We collect about You in connection with the insurance cover from which You benefit. This information may also include more sensitive data such as information about Your health and any criminal convictions.

In certain circumstances, We may need Your consent to process certain information about You and this is explained in Our privacy policy. Where We need Your consent, We will ask You for it specifically. You do not have to give Your consent, and You may withdraw Your consent at any time. However, if You do not provide Your consent, or You withdraw Your consent, this may affect Our ability to provide the insurance cover from which You benefit. It may also prevent Us from providing cover for You or handling Your claims.

For the purpose of providing insurance and handling claims or complaints Your information may be shared with, and used by, a number of third parties in the insurance sector. For example, advisers, agents, brokers, (when making applications), insurers, reinsurers, loss adjusters (if You claim), sub-contractors, compulsory insurance databases, regulators, law enforcement agencies, fraud and crime prevention agencies. We will only disclose Your personal information in connection with the insurance coverage that We provide and to the extent required or permitted by law.

## If you provide other people's details to us

Where You provide Us or Your insurance adviser with information about other people, You must make them aware that You are doing so. Where possible, You should also provide them with this notice.

## If you would like more information

For more information, about how We use Your personal information, please see Our privacy policy, which is available on Our website ([www.dtw1991.com/pages/privacy-policy](http://www.dtw1991.com/pages/privacy-policy)) and in other formats upon request. Additional information on how the insurance market uses data is provided by the Lloyd's Market Association ("LMA") in their Insurance Market Core Uses Information Notice.

## Contacting us and your rights

You have rights in relation to the information We hold about You, including the right to access Your information. If You wish to exercise Your rights, discuss how We use Your information or request a copy of Our full privacy notice(s) You should contact the insurance adviser who provided You with Your insurance in the first instance, or directly with Us by contacting:

The Data Protection Officer  
Coverys Managing Agency Limited  
6<sup>th</sup> Floor  
One Creechurch Place  
Creechurch Lane  
London EC3A 5AF

+44 20 3923 3000  
[Data.protection@coverys.co.uk](mailto:Data.protection@coverys.co.uk)

## Employers' Liability Tracing Office (ELTO)

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

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

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

1. to identify which Insurer (or Insurer(s)) was (or were) providing employers' liability cover during the relevant periods of employment and;
2. to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

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

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

## **Ministry of Justice (MOJ) Portal Claims and the Duties Owed by the Insured**

The MOJ reforms are now in effect and apply to the majority of Employers' and Public Liability claims arising in England and Wales. Principally these reforms set out a strict timetable for the acknowledgement and handling of claims. If the timetable is breached the costs charged by the claimant's legal representative will increase. As a result prompt reporting of incidents which may give rise to a claim and/or actual claims is vital to ensure investigations can be made in a timely fashion and to keep claim costs to a minimum.

[Here is what to do if YOU receive a letter of claim or Claims Notification Form \(CNF\) from the claimant and/or claimant representative](#)

If **YOU** receive a letter of claim or Claims Notification Form (CNF) direct from the claimant and/or claimant legal representative, do not admit liability and simply acknowledge receipt of the communication. The acknowledgement must be via an electronic format (e-mail is preferred) and within 24 hours from the date of the letter or CNF. In the acknowledgement please advise your **INSURER** is Syndicate DTW1991 at Lloyd's and their correspondence has been sent to Woodgate and Clark who are our Appointed Claims Administrator.

After acknowledging the claimant representative please send all correspondence immediately to Woodgate & Clark remembering to quote your Policy number and name as shown on the Schedule. Please note **YOUR** failure to immediately report a claim or circumstance which may give rise to a claim or to provide our appointed Claims Administrator with full cooperation could result in the support from this Policy being withdrawn.

We also remind you of your obligations under the Health and Safety at Work Act 1974 to protect the health safety and welfare of your Employees which includes:-

- Workplace risk assessments
- Full and effective training
- Provision of appropriate personal protective equipment (PPE)
- Communication of health and safety procedures

## **The Law that Governs this Policy and Jurisdiction**

The parties to this contract are free to choose the law applicable to the contract. Unless specifically agreed to the contrary this insurance Policy shall be subject to English Law.

The indemnity provided by this Policy shall apply only to judgements against the Insured in the Courts of Law of England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and not to judgements obtained elsewhere nor to Judgements or orders obtained in the said courts for enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

The premium for this Policy has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

## **The Law that Governs the Interpretation of this Policy**

All disputes concerning the interpretation of this Policy are understood and agreed by both the Insured and the Insurers to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

## Your Duties

You shall:

- a) take all precautions to prevent any occurrence which may give rise to a valid claim under this Policy;
- b) take all precautions to comply with all statutory requirements and regulations imposed by any Authority;
- c) as a Condition Precedent to Your right to be indemnified under this Policy, You must not waive any Subrogation rights against a third party written or prior written consent;
- d) give Us immediate notice in writing of any occurrence which may give rise to a valid claim under this Policy;
- e) You shall also, as a Condition Precedent to Your right to be indemnified under this insurance, immediately take all steps to prevent further Damage or injury arising out of an Occurrence at his own expense, such expense shall not be recoverable hereunder.

### Information about Words with Special Meanings

#### **Conditions Precedent**

There are conditions within the Policy that are Conditions Precedent to Our liability. If You breach any of the Conditions Precedent this may render Your claim null and void or reduce the amount payable or We may treat this insurance as though it never existed.

You may find a Conditions Precedent applies only to a particular Policy Section in which case it will be shown under that Section.

#### **Warranty**

Sometimes We need to apply some special terms and this is called a Warranty.

- A Warranty means that it is a condition which applies throughout the entire Period of Insurance and is a condition which You must comply with.
- If You do not comply with any Warranty We can void the entire Policy.
- We will not repudiate a claim on the grounds of breach of Warranty where the circumstances of the claim are unconnected with the Warranty breach unless fraud is involved.

## Guidance Note in Relation to Collection of Deductible (applicable to Sections B and C)

Please note that payment of the Deductible is a condition precedent and therefore in the event the Deductible is not paid when requested the Insurers will not pay the claim under this Policy and You will have to pay any claims in full and may be liable to repay any costs incurred by the Insurers up to the time of failure to pay the Deductible.

You will be asked to pay the Deductible:-

To encourage the reporting of claim circumstances, in accordance with the condition precedent requirements in this Policy, the Deductible will not be called for unless or until liability has been admitted or Defence Costs are incurred other than the Insurers own salary and other internal costs. This will apply to all claims with the exception of third party property damage claims where the Insured will be asked for the Deductible as soon as the claim has been lodged and indemnity confirmed.

Please note: No Deductible will be payable unless a formal claim has been made by the claimant or a solicitor or other representative on their behalf. Failure to report an incident which may give rise to a claim may lead to Insurers refusing to pay the claim.

## **Cancellation**

### **Your Cancellation Rights**

#### **Cooling off Period**

- You have the statutory right to cancel Your Policy within 14 days of the purchase or renewal of the contract or the day You receive the Policy or renewal documentation, whichever is the later.
- We will return the premium in full if cancellation occurs within the 14 day period.
- No refund of premium will be given in the event of a claim either in whole or in part.

If You wish to cancel Your policy after the Cooling off Period:

- You can cancel the Policy at any time, during the first 14 days and the Cooling off Period terms above apply.
- To cancel the Policy after the Cooling Off Period You will need to contact Your broker who arranged the insurance for You.
- You are entitled to a return of premium which will be based upon the length of time remaining for the Period of Insurance, less a deduction for any administration costs in providing this insurance. The amount is shown in the Schedule.
- You will be entitled to a refund of any premium paid, subject to a deduction for any time for which You have been covered. 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.

If We pay any claim, in whole or in part, then no refund of premium will be allowed.

### **Our Cancellation Rights**

We can cancel this insurance by giving You thirty (30) days notice in writing.

We will only do this for a valid reason for example:

- non payment of premium;
- a change in risk occurring which means that We can no longer provide You with insurance cover;
- non-cooperation or failure to supply any information or documentation We request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

If this insurance is cancelled then, provided You have not made a claim, You will be entitled to a refund of any premium paid, subject to a deduction for any time for which You have been covered. This will be calculated on a proportional basis.

We will cancel the insurance by sending You a letter to Your last known address.

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by You to provide Us with complete and accurate information as We require allow Us to cancel the Policy, sometimes back to its start date and to keep any premiums paid.

## Claims Procedure

### How to Make a Claim

You must comply with the following Conditions Precedent. If You fail to do so, We may not pay Your claim, or any payment could be reduced:

1. You shall notify our appointed claims administrator, Woodgate & Clark Limited, as soon as practicable:  
  
Woodgate & Clark Limited  
The Red House  
West Malling  
Kent  
ME19 6QT  
  
Tel: 01732 848077  
Email: [new.claims@woodgate-clark.co.uk](mailto:new.claims@woodgate-clark.co.uk)
  - (a) Following any circumstances which may give rise to a claim and/or claims being made against You and for which there may be liability under this Policy.
  - (b) When a claim is actually made against the Insured (whether written or oral) for which there may be liability under this Policy
  - (c) Immediately when You have knowledge of any impending prosecution inquest or fatal accident inquiry in connection therewith.
2. provide Us or our appointed claims administrator with any other required information;
3. forward to Us or our appointed claims administrator as soon as practicable, any letter, claim, writ, summons or other legal document You receive if a claim for liability is made against You;
4. give all information and assistance required as soon as practicable and where We or our appointed claims administrator has conduct of proceedings within such time limits as are specified in any relevant Practice Directions and pre-action protocols as may be issued and approved from time to time or as notified by the Our legal representatives
5. Make no admission of liability or payment or offer or promise of payment or indemnity or waiver of subrogation without the written consent of the Insurer(s) or their appointed claims representatives.

### How We deal with Your claim

#### Basis of Settlement

Some Sections of the Policy contain the Basis of Settlement that will apply to that particular Section. These will tell You how We settle any claim. You shall not be entitled to abandon any property to Us.

#### Consent

No admission, offer, promise, payment or indemnity shall be made or given by or on Our behalf without Our written consent. You shall give such assistance in dealing with claims and the conduct of legal proceedings arising therefrom, as We or Our chosen legal advisers and consultants may require.

#### Defence of Claims

We may, at Our discretion:

- take full responsibility for conducting, defending or settling any claim in Your name; and
- take any action We consider necessary to enforce Your rights or Our rights under this insurance.

#### Fraudulent Claims

If You, or anyone acting on Your behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect this insurance will become invalid. This means We will not pay the false or fraudulent claim, or any subsequent claim.

#### Other Insurance

Sometimes what is covered under one insurance policy may also be covered under another insurance policy. For example, the cover or maybe some of the cover is insured under this Policy could also be insured under another policy that You have. If it is insured under two or more policies We will either pay the full claim and claim half of

this back from Your other insurance policy. Alternatively, We will pay only half of the claim and You can claim the other half back from Your other insurance policy.

**Arbitration**

If there is a dispute between You and Us this can be settled independently. If a dispute goes to arbitration it is settled by an independent referee who is referred to an Arbitrator who is appointed by You and Us in accordance with the Statutory provisions being in force at that time. This avoids having to use the courts to settle the dispute. Going to arbitration does not affect Your statutory rights and is not binding on either party.

**Subrogation**

If We become liable for any payment for a loss, We shall be subrogated to the extent of such payment to all the rights and remedies of Yours against any party for such loss and We shall be entitled, at Our own expense, to sue in Your name. You shall give Us all such assistance in Your power as We may require to secure Our rights and remedies either before or after indemnification.

## How to Complain

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

However, in the event that you wish to make a formal complaint you should contact us using one of the following options:

- (a) In writing (letter or email) to the address shown below or
- (b) By telephone to the telephone number shown below or

The Compliance Officer  
Syndicate 1991  
6<sup>th</sup> Floor  
One Creechurch Place  
Creechurch Lane  
London EC3A 5AY

Email: [complaints@dtw1991.com](mailto:complaints@dtw1991.com)  
Tel +44 (0)20 3923 3120

We will review Your complaint and will investigate the circumstances regarding Your complaint and write to You within fourteen (14) calendar days with a response.

If You are not satisfied with the response, or have not received a response from Us within fourteen (14) calendar days, You are entitled to refer the matter to Lloyd's. Lloyd's will the conduct a full investigation of Your complaint and provide You with a written final response. If You wish to ask Lloyd's to investigate Your complaint You may do so by contacting:

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

Email [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Tel +44 (0)20 7327 5693  
Fax +44 (0)20 7327 5225  
Web: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

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

If You remain dissatisfied after Lloyd's has considered Your complaint You may have the right to refer Your complaint to the Financial Ombudsman Service. If You are seeking resolution as a micro-enterprise (a smaller business that has a turnover or annual balance sheet of not more than two million euros and fewer than ten employees)

If You are seeking resolution as an individual acting for purposes outside their trade business or profession as a micro-enterprise (a smaller business that has a turnover or annual balance sheet of not more than two million euros and fewer than ten employees), a charity with less than GBP1,000,000 annual income or a trustee of a trust with net asset value of less than GBP1,000,000, You may refer the matter to the following organisation:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Tel: For UK callers: 0800 023 4567 (free phone), or 0300 123 9123 (but charges apply)  
Tel: For callers from abroad: +44 (0)20 7964 0500 (charges apply)  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please remember that You will have to refer Your complaint to the Financial Ombudsman Service within 6 months of receiving Lloyd's final response.

Making a complaint will not affect Your legal rights. If You appoint someone to act on Your behalf or if You ask someone else to act on Your behalf You should provide Us with written authority to allow Us to deal with them. We will not pay their costs.

### **Financial Services Compensation Scheme (FSCS)**

The Insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS in the unlikely event that We are unable to meet Our obligations under this Policy. If You were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this Policy.

Further information about the FSCS is available from:

Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean  
GL17 1DY

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)  
Tel: For UK callers: 0800 678 1100 (free phone)  
Tel: For callers from abroad: +44 (0) 20 7741 4100  
Web: [www.fscs.org.uk](http://www.fscs.org.uk)

# General Definitions and Interpretations

## 1. Operative Clause

The Insurers will indemnify the Insured against their legal liability to pay damages (including claimants' costs, fees and expenses) in accordance with the law of the United Kingdom.

This indemnity applies only to such legal liability as defined by each insured Section of this Policy arising out of the Business specified in the Schedule, subject always to the terms, conditions and exclusions of such Section and of the Policy as a whole.

## 2. Definitions

Any word or phrase specified to the use of force or violence and/or the threat of 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.

### Act of Terrorism

Any act whether involving violence or the use of force or not or the threat or the preparation thereof of any person or group(s) of person(s) whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to or does intimidate or influence a de jure or de facto government or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political social religious ideological or similar causes and objectives.

### Business

Business described in the Policy Schedule including;

1. The ownership (including maintenance) of Your Premises
2. The provision and management of canteen social sports and welfare facilities for Your Employees
3. The provision and management of first aid fire and ambulance services
4. Private work carried out with Your consent for You or any of Your directors partners or other senior officials of Your Business by any of Your Employees within the Territorial Limits

### Costs and Expenses

1. All costs and expenses recoverable by any claimant from You
2. The costs and expenses incurred with the written consent of the Insurers for
  - a) Representation at any Coroner's Inquest or Inquiry in respect of any death
  - b) The defence of proceedings in any court brought against You in respect of breach or alleged breach of statutory duty resulting in Injury
3. All other costs and expenses of litigation incurred with the written consent of the Insurers relating to an occurrence which may give rise to indemnity

### Damage

Loss destruction or Damage

### Employee

1. Any person under a contract of service or apprenticeship with You
2. A person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed to You
3. A labour master or person supplied by him

4. A person engaged by a labour only sub-contractor
5. A self-employed person working on a labour only basis under Your control or supervision
6. A driver or operator of hired-in plant
7. A trainee or person undergoing work experience
8. A voluntary helper
9. Persons working under the Community Offenders Act 1978 Community Offenders (Scotland) Act 1978 or similar legislation
10. At Your request outworkers or home workers employed under contracts to execute personally any work in connection with the Business

**Endorsement**

Any additional terms relating to the insurance provided by this Policy which are:

1. Not within the Policy but attached to any Schedule issued by the Insurers or
2. Within the Policy and stated in the Policy Schedule as applying to this Policy

**Deductible**

The amount payable by You in the event of a claim as stated in the Schedule.

**Injury**

Death, bodily Injury, illness, disease or shock

**Insured/You/Your**

Person(s) and/or company(ies) named in the Policy Schedule

**Insurers/We/Our**

In respect of each Section Insured by this Policy the Insurer(s) stated in the Schedule applicable to said Section

**Period of Insurance**

The period of insurance stated in the Policy Schedule and any subsequent period for which premium payment is made by You and is accepted by the Insurers

**Policy**

The policy wording together with all Schedules Endorsements and notices attached or issued by the Insurers

**Pollution**

1. Pollution or contamination by naturally occurring or man-made substances forces or organisms or any combination of them whether permanent or transitory and however occurring and
2. All loss, destruction, Damage or Injury directly or indirectly caused by such Pollution or contamination

**Premises**

The address of premises stated in the Schedule to each Section Insured by this Policy but where no premises are so stated the address of premises shall be stated in the Policy Schedule

**Product**

Any commodity or article (including containers labelling instructions or advice provided in connection therewith) manufactured sold supplied repaired serviced tested financed constructed installed or processed by or on behalf of the Insured from or within the Territorial Limits in connection with the Business

**Schedule**

The most current Schedule issued to You by the Insurers

**Territorial Limits**

Great Britain Northern Ireland the Isle of Man or the Channel Islands but not offshore activity

### 3. Limit of Indemnity

- a) SECTION A – The Insurers' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule in respect of any one claim against the Insured or series of claims against the Insured arising out of one occurrence.
- b) SECTIONS B AND C – The Insurers' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule against each Section in respect of any one occurrence or series of occurrences arising from one originating cause

Provided always that the Limit of Indemnity:

- i. Under Section B in respect of liability arising out of Pollution applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance
- ii. Under Section C applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance.
- iii. In respect of Defence Costs, General Extension 5 (a) (iii). Corporate Manslaughter and Corporate Homicide Act 2007, shall not exceed £1,000,000 in all during the Period of Insurance.

## General Extensions to this Policy

### 1. Indemnity to Others

The indemnity granted extends to:

- a) managerial or supervisory Employees of the Insured in their business capacity for legal liabilities arising out of the performance of the Business and any director or partner of the Insured in respect of private work undertaken by any Employee for such director or partner with the prior consent of the Insured
- b) the officers, committees and members of the Insured's canteen, social, sports, medical, fire fighting, security services and welfare organisations for legal liabilities incurred in their respective capacity as such
- c) any person or firm for legal liabilities arising out of the performance of a contract with the Insured constituting the provision of labour only
- d) any principal for legal liabilities arising out of work carried out by the Insured under a contract or agreement in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
- e) the personal representatives of any person or party indemnified by reason of this Clause 3 in respect of legal liability incurred by such person or party.

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured.

### 2. Cross Liabilities

Each person or party granted indemnity by this Policy is separately indemnified in respect of claims made against any of them by any other subject to the Insurers' total liability not exceeding the stated Limits of Indemnity.

### 3. Defence Costs

Subject to the written consent and the control of the Insurers and subject to all other Policy Conditions and Exclusions, this Policy will also pay Defence Costs.

Defence Costs include legal expenses:

- a) Incurred by or awarded against the Insured arising out of any prosecution of the Insured:
  - i) For breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect)

- ii) For any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect)
- iii) Incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings, in respect of manslaughter or culpable homicide or alleged manslaughter, or culpable homicide including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007.

1.2. Arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry

1.3. Arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy

Defence Costs will be payable in addition to the Limits of Indemnity except in respect of Section A and in respect of Section 6.1 when the Limit of Indemnity will be inclusive of all Defence Costs unless this Policy is specifically endorsed to the contrary.

#### **4. Compensation for Court Attendance**

In the event of any director, partner or Employee of the Insured attending court as a witness at the request of the Insurers in connection with a claim which is the subject of indemnity under this Policy the Insurers will provide compensation to the Insured at the following rates for each day on which attendance is required:

- b. Any director or partner            £250
- c. Any Employee                        £100

#### **5. Additional Activities**

We will provide indemnity in respect of liability caused by or arising from any of the activities stated below where these are undertaken as part of and are ancillary to Your Business

- 1) the provision and management of catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of Your Employees and fire or security or first aid and ambulance services
- 2) the ownership repair maintenance and decoration of Your Premises
- 3) private work carried out by any Employee with Your consent for any director partner or senior official of Yours
- 4) participation in exhibitions trade fairs conferences and the like
- 5) sponsorship of events or organisations or entities or individuals
- 6) repair maintenance or servicing of Your own mechanically propelled vehicles
- 7) provision of gifts and promotional material

## General Exclusions to This Policy

### Exclusions Applicable Only to Sections B & C

Sections B and C do not apply to or include legal liability:

- 1) Arising out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent Injury or Damage
- 2) Arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
- 3) Arising out of Pollution of the atmosphere or of any water, land, buildings or other tangible property except to the extent that the Insured demonstrates that such Pollution;
  - i) Was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of this Insurance
  - ii) Was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution

Provided always that all such Pollution which arises out of one incident shall be considered for the purposes of this Policy to have occurred at the time such incident takes place and that Insurers total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate in respect of the Period of this Insurance.

- 4) Directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 5) Directly or indirectly arising out of Damage Injury cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with
  - (a) any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to this loss.
  - (b) any action taken in controlling preventing suppressing or in any way relating to the act of Terrorism.

If the Insurers allege that by reason of this exclusion any Injury Damage cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

- 6) Directly or indirectly occasioned by, happening through, arising out of, resulting from or In connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
  - i) Any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
  - ii) Any obligation or duty to defend any actions directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens.

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

- 7) Directly or indirectly 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.
- 8) directly or indirectly arising out of or resulting as a consequence of or related to the manufacture mining

processing ownership distribution testing remediation removal storage disposal sale transportation use of or exposure to asbestos or silica or polychlorinated biphenyls or materials or products containing such substances (or any other component building material hazardous to health) whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss

- 9) Directly or indirectly resulting from, or in consequence of any travel package arrangement
- 10) Damage associated with or caused by a System Failure if a System Failure forms an identifiable element in the chain of events from which the liability arises whether or not it is the proximate cause of the liability.

System Failure shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of the Insured) caused by:-

- a) the response of a computer to any date or date change or;
- b) the failure of a computer to respond to any date or date change or;
- c) the loss of or denial of access to any data either your own or third party or;
- d) any Loss of or Damage to or change or corruption in data or software on a computer or computer system or;
- e) any Computer virus or hacking into or degradation of or breach of security in or denial of access to a computer or computer system or website.

Computer includes computer hardware computer software microchip microprocessor any electronic equipment and any device which gives or processes or receives or stores electronic instructions or information.

- 11) Liability arising directly or indirectly from the use or misuse of the Intranet Extra-net and/or caused via the your own website or internet site or web address and/or via the transmission of mail plans designs photographs or other documents by electronic means.

## Exclusions Applicable to all Sections of the Policy

This Policy does not apply to or include legal liability:

- 1) Directly or indirectly caused by or contributed to by or arising from:
  - i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Provided that in respect of claims arising out of Injury which form the subject of Indemnity under Section A this Exclusion shall only apply to liability:

  - iii) Of any party to whom Indemnity is granted under Clause 3(d) (or their personal representatives)
  - iv) Assumed by the Insured by agreement which would not have attached in the absence of such agreement
- 2) For any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever
- 3) For the Deductible stated in the Schedule in respect of the first amount of each claim arising out of Damage
- 4) Which forms the subject of insurance by any other Policy and this Policy shall not be drawn into contribution with such other insurance.
- 5) Loss or Damage costs or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

## General Conditions to This Policy

The following Conditions apply to all Sections of Your Policy and You must comply with them or Your Policy may not be in force.

### Procedure for Notifying Claims

**You** must comply with the following **Conditions Precedent**. If **You** fail to do so, **We** may not pay **Your** claim, or any payment could be reduced:

1. You shall notify our appointed claims administrator, Woodgate & Clark Limited, as soon as practicable:  
  
Woodgate & Clark Limited  
The Red House  
West Malling  
Kent  
ME19 6QT  
  
Tel: 01732 848077  
Email: [new.claims@woodgate-clark.co.uk](mailto:new.claims@woodgate-clark.co.uk)
  - (a) Following any circumstances which may give rise to a claim and/or claims being made against You and for which there may be liability under this Policy.
  - (b) When a claim is actually made against the Insured (whether written or oral) for which there may be liability under this Policy
  - (c) Immediately when You have knowledge of any impending prosecution inquest or fatal accident inquiry in connection therewith.
2. provide Us or our appointed claims administrator with any other required information;
3. forward to Us or our appointed claims administrator as soon as practicable, any letter, claim, writ, summons or other legal document You receive if a claim for liability is made against You;
4. give all information and assistance required as soon as practicable and where We or our appointed claims administrator has conduct of proceedings within such time limits as are specified in any relevant Practice Directions and pre-action protocols as may be issued and approved from time to time or as notified by the Our legal representatives
5. Make no admission of liability or payment or offer or promise of payment or indemnity or waiver of subrogation without the written consent of the Insurers or their appointed claims representatives.

### Claims Control

- a) No admission offer promise payment or indemnity shall be made or given by You or on Your behalf without Insurers written consent
- b) Insurers shall be entitled to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name at the Insurers own expense and for the Insurers benefit any claim for indemnity or damages or otherwise
- c) Insurers shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- d) You shall give all information and assistance that Insurers may require
- e) You agree to keep accurate books and records of all figures provided and permit Insurers or any appointed by Insurers to inspect Your books and records at any time insofar as they relate to this insurance.

### Fraud

All benefit under this Policy will be forfeited if any claim made is in any respect fraudulent or if any fraudulent means are used by You or anyone else acting on Your behalf to obtain any benefit under this Policy

## **Subrogation**

In the event of any claim under this Policy You shall at the Insurers' request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in Your name before or after any payment is made by the Insurers

## **The Insurers' Rights**

If any event happens which may give rise to a claim under this Policy the Insurers will be entitled to;

- a) Exercise sole conduct and control over the defence or settlement of any claim made upon You or any other person covered by this Policy by any other party
- b) Prosecute in Your name or the name of any other person covered by this Policy but for the Insurers' benefit any claim for Damages or indemnity

## **Other Insurance**

If at the time of any Injury or Damage there be any other insurance

- a) Covering the whole or part of such Injury or Damage whether effected by the Insured or not then the Insurers shall not be liable to pay or contribute more than their rateable proportion of the total payment made for such Injury or Damage
- b) Which more specifically insures property Insured herein this Policy will not apply except in respect of any amount over and above that recoverable under such more specific insurance

## **The Law that Governs this Policy and Jurisdiction**

The parties to this contract are free to choose the law applicable to the contract. Unless specifically agreed to the contrary this insurance Policy shall be subject to English Law.

The indemnity provided by this Policy shall apply only to judgements against the Insured in the Courts of Law of England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and not to judgements obtained elsewhere nor to Judgements or orders obtained in the said courts for enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

The premium for this Policy has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

## **The Law that Governs in Interpretation of this Policy**

All disputes concerning the interpretation of this Policy are understood and agreed by both the Insured and the Insurers to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising here under shall be determined in accordance with the law and practice of such court.

## **Arbitration**

If the Insurers accept liability for a claim under this Policy but there is a dispute in respect of the amount to be paid the dispute will be referred to an arbitrator appointed in accordance with the relevant law in force at the time

In these circumstances the arbitrator's award must be made before there is any right of action against the Insurers

## **Compliance with Terms**

The Insurers' liability to make any payment under this Policy is conditional on:

- a) the compliance with this Policy's terms and conditions by You or any person claiming indemnity or benefit under this Policy
- b) the truth accuracy and completeness of all information supplied to the Insurers in connection with this insurance

## **Precautions**

You must

- a) Take all reasonable precautions to prevent Injury or loss or destruction of or Damage to other property
- b) Exercise reasonable care in the selection and supervision of Your Employees
- c) Take all reasonable steps to comply with all statutory and other obligations and regulations imposed by any authority
- d) Take all reasonable steps to minimise Injury

## **Alteration to the Business**

Workmen and tradesmen are allowed in or about the Premises for maintenance purposes and for undertaking minor repairs and alterations without affecting this insurance but the Insurers have Insured You on the basis of information supplied and cover under this Policy will cease if;

- a) There are changes to Your Business which may increase the risk of loss, destruction, Damage, liability, accident or Injury
- b) There are changes in the occupancy or use of the Premises Your interest in the Premises or;
- c) Your Business ceases;
- d) Your Business is wound up or carried on by a liquidator or receiver or permanently discontinued

unless You have notified the Insurers within a reasonable time and the Insurers have agreed to such changes in writing

## **Premium Adjustment**

If any part of the premium is calculated on estimates You shall keep an accurate record containing all relevant particulars and shall at any time allow the Insurers to inspect such record

You shall within one month after the expiry of each Period of Insurance supply particulars and information as the Insurers may require and the premium for such period shall be adjusted subject to any minimum premium

## **Instalments**

If the premium for this Policy is payable by instalments it is a condition precedent to the Insurers' liability that each instalment shall be paid when due otherwise all benefit under this Policy shall be forfeited from the date when such instalment was due

## **Cancellation**

The Insurers may cancel this Policy by sending thirty days' notice by recorded delivery letter to You at Your last known address and making a proportionate return of premium for any unexpired Period of Insurance for which You have paid

Where a claim has been made during the current Period of Insurance the full annual premium will still be payable despite cancellation of cover and Insurers reserve the right to deduct this from any claim payment

## **Tax**

In addition to the premium You will pay to the Insurers any tax due on the premium which the Insurers are required to collect will be incorporated in accordance with current legislation

## **Data Protection**

You should understand that any information You have given Us will be processed by Us in compliance with the provisions of the data protection legislation, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties. Some of the personal

information We ask You for may be sensitive personal data as defined by the data protection legislation (such as information about criminal convictions and civil proceedings). We will not use such sensitive personal data about You or others except for the specific purposes for which You provide it and to provide the services described in Your Policy.

You have a right of access to, and correction of, information that We hold about You. If You would like to exercise either of these rights, You should contact:

The Data Protection Officer  
Coverys Managing Agency Limited  
6<sup>th</sup> Floor  
One Creechurch Place  
Creechurch Lane  
London  
EC3A 5AF

+44 20 3923 3000

[Data.protection@coverys.co.uk](mailto:Data.protection@coverys.co.uk)

### **Contracts (Rights of Third Parties) Act 1999**

A person or company who was not 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 Condition does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

### **Several Liability**

The subscribing Insurer(s) obligations under Policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing Insurer(s) are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

The proportion of liability under this contract underwritten by a company (or in the case of a Lloyd's syndicate the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate each member of the syndicate (rather than the syndicate itself) is a company. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that members proportion. A member is not jointly liable for any other members' proportion. Nor is any member otherwise responsible for any liability of any other Insurer that may underwrite this contract.

Although reference is made at various points in this clause to "this contract" in the singular where the circumstances so require this should be read as a reference to contracts in the plural.

### **Sanctions**

The Insurers shall not be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover payment of such claim or provision of such benefit would expose that Insurer to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America.

### **Deductible**

The payment of the Deductible is a condition precedent and in the event the Deductible is not paid when requested the Insurers will not pay the claim under this Policy and the Insured will have to pay any claims in full and may be liable to repay any costs incurred by Insurers up to the time of failure to pay the Deductible.

## Section A – Employers’ Liability

### Section A – Indemnity

The Insured is indemnified by this Section in accordance with the Operative Clause in respect of Injury to any Employee arising out of and in the course of employment by the Insured and occurring during the Period of Insurance and within the Territorial Limits

### Section A – Exclusions

This Section does not apply to or include legal liability:

- 1) Incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to the Insured by any such insurance or security
- 2) Arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform onto land.
- 3) in respect of Terrorism except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in which case the liability of the Insurer under this section for damages costs and expenses (including all defence costs) payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one event shall not exceed GBP5,000,000.
- 5) any liability arising under this section arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to Asbestos or materials or products containing Asbestos other than to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees in which case a sub-limit of GBP5,000,000 shall apply, inclusive of all damages, costs and expenses payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause.

It is a condition precedent to the liability of the Insurer that the Insured does not manufacture mine process distribute test remediate remove store dispose sell or use Asbestos or materials or products containing Asbestos.

### Section A – Compulsory Insurance Clause

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law enacted in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands relating to compulsory insurance of liability to employees.

If however, there has been non-observance of any Policy conditions by the Insured, and the Insurers shall have paid any sum which would not have been paid but for the provisions of such law then the Insured shall forthwith repay such sum to the Insurers.

### Section A – Extensions

#### Unsatisfied Court Judgements

Where a judgement for damages has been obtained by any Employee or the legal personal representatives of any Employee in respect of Bodily Injury caused to the Employee arising out of and in the course of employment with You in connection with Your Business and such judgement remains unsatisfied in whole or in part 6 months after the date of judgement then 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 provided that

- 1) the judgement for damages has been obtained against any company or individual operating from or resident in Premises within the Territorial Limits in any court situated in the Territorial Limits
- 2) there is no appeal outstanding
- 3) if any payment is made by Us the Employee or their legal personal representatives shall assign the

judgement to Us

- 4) this Subsection is operative at the time that such Bodily Injury is caused and indemnity will only apply in respect of those damages that relate to Bodily Injury caused during the Period of Insurance
- 5) Our liability for damages costs and expenses shall not exceed the amount stated as the Limit of Liability in the Schedule

#### **Work Overseas**

The indemnity provided shall extend to apply in respect of liability for Bodily Injury caused to any Employee whilst undertaking work on a temporary basis within any country outside of the Territorial Limits which is a member of the European Union provided that

- 1) any such Employee is ordinarily resident within the Territorial Limits
- 2) We shall not provide indemnity in respect of any amount payable under Workers' Compensation Social Security or Health Insurance legislation

## Section B – Public Liability

### Section B – Indemnity

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance and within the Territorial Limits

### Section B – Exclusions

This Section does not apply to or include legal liability:

- 1) in respect of Injury to any Employee arising out of and in the course of employment by the Insured.
- 2) arising out of or in connection with any Product.
- 3) arising out of the ownership, possession or use by or on behalf of the Insured, or any person or party entitled to indemnity, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than legal liability:
  - i) 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 in circumstances where compulsory insurance or security is not required by any legislation
  - ii) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract
  - iii) arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation
- 4) arising out of the ownership, possession or use by or on behalf of the Insured of any aircraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways)
- 5) for Damage to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in the Insured's care, custody or control other than:
  - i) clothing and personal effects (including vehicles and their contents) of Employees and visitors
  - ii) premises (including contents therein) temporarily occupied by the Insured for work therein or thereon but no indemnity shall be granted for Damage to that part of the property on which the Insured is or has been working and which arises out of such work
  - iii) premises tenanted by the Insured provided always that liability for such Damage is not assumed by the Insured under agreement where liability would not have existed in the absence of the agreement
- 6) arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.

### Section B – Extensions

#### Overseas Personal Liability

We will indemnify You or at Your request

- 1) any director partner or Employee of Your Business
- 2) any spouse or child of Yours or any persons stated who are accompanying such persons

against liability incurred by such persons in a personal capacity in a country outside of the Territorial Limits whilst on a temporary visit to such country in connection with Your Business provided that

- 1) any person entitled to indemnity under this Extension shall as though they were You be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply

- 2) nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule regardless of the number of persons claiming to be indemnified
- 3) We shall not provide indemnity against
  - 3.1) Contractual Liability
  - 3.2) liability for which indemnity is provided by any other insurance
  - 3.3) liability in respect of Damage to Property belonging to or in the custody of or under the control of any person entitled to indemnity under this Extension
  - 3.4) liability in respect of Bodily Injury to any person entitled to indemnity under this Extension
- 4) liability caused by or arising from
  - 4.1) the ownership or occupation of land or buildings
  - 4.2) the carrying on of any business profession trade or employment
  - 4.3) the ownership possession or use of animals other than horses or domestic dogs or cats

#### **Work Overseas**

The indemnity provided shall extend to apply in respect of liability caused by or arising from

- 1) work being undertaken on a temporary basis by any person within any country outside of the Territorial Limits which is a member of the European Union

## Section C – Products Liability

### Section C – Indemnity

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance and arising out of or in connection with any Product.

### Section C – Exclusions

This Section does not apply to or include legal liability:

- 1) In respect of Injury to any Employee arising out of and in the course of employment by the Insured.
- 2) For costs incurred in the repair, reconditioning or replacement of any Product or part thereof which is alleged to be defective
- 3) Arising out of the recall of any Product or part thereof
- 4) Arising out of any Product which with the Insured's knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, hovercraft or waterborne craft
- 5) Arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement
- 6) Arising from circumstances known to the Insured prior to the inception date of this Insurance
- 7) Caused by or arising from any Product which to Your knowledge is for use in or supply to the United States of America or Canada