

# Contract Cleaners

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# Certificate Wording

# Contract Cleaners Insurance Policy Wording

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## CUSTOMER SERVICE INFORMATION

### The Underwriters

This insurance is provided by DTW 1991 Underwriting Limited on behalf of Syndicate DTW1991 at Lloyd's. Registered in England and Wales No. 008330551. Registered Office: 71 Fenchurch Street, London, EC3M 4BS.

DTW 1991 Underwriting Limited is an Appointed Representative of R&Q Managing Agency Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Syndicate DTW1991 at Lloyd's is managed by R&Q Managing Agency Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority No: 224442.

R&Q Managing Agency Limited is registered in England No. 04690709

Registered office is:

71 Fenchurch Street  
London  
EC3M 4BS

### The Coverholder

Your Policy has been arranged through Commercial Express Quotes Limited who act as an agent of DTW 1991 Underwriting Limited in respect of this insurance under Binding Authority B6991SCO2015S01.

Commercial Express Quotes Limited is authorised and regulated by the Financial Conduct Authority No. 311067.

Commercial Express Quotes Limited is registered in England No. 03862468

The registered office of Commercial Express Quotes Limited is:

B1 Custom House,  
The Waterfront,  
Level Street,  
Brierley Hill,  
DY5 1XH

## POLICY GUIDE

Do not wait until you have a claim before you read and understand this policy - please read it now and keep it in a safe place.

In particular make sure that:-

- All the details shown in the schedule are correct (let your Insurance Broker know immediately if any changes are necessary).
- You have read the conditions relating to those Sections covered including the General Conditions and Exceptions.
- You understand the notes on how to make a claim as stated in General Conditions and your duties in respect of Ministry of Justice Portal Claims as outlined in this guide below.
- You understand the notes and how to make a complaint as stated in the Complaints Section.

If you have any queries about the policy do not understand any part of it or feel that it does not meet your requirements please consult your Insurance Broker

## IMPORTANT

This policy has been issued to you based on the information supplied about yourself your tenants your BUSINESS and your PROPERTY in the Statement of Fact and other material information declared which forms the basis of the Contract between yourself and the UNDERWRITERS. It is therefore very important that you let your Insurance Broker know immediately of any changes that affect the information you have disclosed to us

For example in respect of legal liability exposures any material alterations such as changes in your Business/trade that affects the information you have disclosed to us.

In the event of a general enquiry or query relating to your policy you the INSURED should in the first instance contact your Insurance Broker or your intermediary who arranged this insurance or contact Commercial Express Quotes Limited at the address below:

B1 Custom House,  
The Waterfront,  
Level Street,  
Brierley Hill,  
DY5 1XH

In the event of a claim or any circumstance that is likely to result in a claim you must immediately notify the following

Woodgate and 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)

## 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 Lloyd's Syndicate DTW1991 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.

It is understood by the INSURED that any information provided to the UNDERWRITER(S) regarding the INSURED will be processed by the UNDERWRITER(S) in compliance with the provisions of the Data Protection Act 1998.

We will use your information to manage your insurance Policy including underwriting and claims handling. This may include disclosing it to other UNDERWRITER(S) third party suppliers loss adjusters and reinsurers (the Group) or Governmental bodies. Your information includes data about your transactions. We may use and share your information with other members of the Group or Governmental bodies to help us and them:-

- assess financial and insurance risks.
- recover debt.
- prevent and detect crime.
- develop services and systems

We do not disclose your information to anyone outside the Group except:-

- where we have your permission or;
- where we are required or permitted to do so by Law or;
- to other companies who provide a service to us or you or;
- where we may transfer rights and obligations under this agreement;

## SENSITIVE INFORMATION

Some of the personal information we ask you for may be sensitive personal data as defined by the Data Protection Act 1998 (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 purpose for which you provide it and to provide the services described in your Policy documents

## CREDIT REFERENCE AGENCIES

Your information may be linked to and your application assessed using credit reference agency records relating to anyone with whom you have a joint account or similar financial association.

## Guidance Notes in Relation to Collection of Excess

Please note that payment of the EXCESS is a condition precedent and therefore in the event the EXCESS is not paid when requested the UNDERWRITER(S) 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 the UNDERWRITER(S) up to the time of failure to pay the EXCESS.

The INSURED will be asked to pay the EXCESS:-

To encourage the reporting of claim circumstances, in accordance with the condition precedent requirements in General Condition 14, the EXCESS will not be called for unless or until liability has been admitted or Defence Costs are incurred other than the UNDERWRITERS 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 EXCESS as soon as the claim has been lodged and indemnity confirmed.

Please note: No EXCESS 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 UNDERWRITERS refusing to pay the claim.

## ELTO NOTICE

### Employers' Liability Tracing Office - Notice to Policyholders

This Notice does not form part of your contract of insurance and is for information purposes only

Certain information relating to your insurance Policy including without limitation the Policy number(s) employers names and addresses (including subsidiaries and any relevant changes of name) coverage dates 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 UNDERWRITER(S) with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

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

## FRAUD PREVENTION AGENCIES

If false or inaccurate information is provided and fraud is identified or suspected details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information

We and other organisations may also access and use this information to prevent fraud and money laundering when for example

- checking applications for and managing credit and other facilities and recovering debt
- checking insurance proposals and claims
- checking details of job applicants and Employees

We and other organisations that may access and use information recorded by fraud prevention agencies may do so from other countries

This is to Certify that in accordance with the authorisation granted under Contract to Commercial Express Quotes Limited to operate a binding authority underwriting agreement and to act on behalf of UNDERWRITERS whose names and proportions underwritten by them are supplied within the Schedule attaching to this Policy the said UNDERWRITERS are hereby bound each for his own part and not one for another their heirs executors and administrators to insure in accordance with the terms and conditions herein or endorsed hereon.

## SANCTION LIMITATION AND EXCLUSION CLAUSE

No UNDERWRITER shall be deemed to provide cover and no UNDERWRITER 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 UNDERWRITER 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.

## SEVERAL LIABILITY CLAUSE

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.

## COMPLAINTS

This Policy is insured 100% by Syndicate DTW1991 at Lloyd's. In the event that you wish to make a formal complaint you should contact the Compliance Officer at Syndicate DTW1991 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
- (c) Face to face (should you wish to speak to someone face to face please telephone Syndicate DTW1991 at the number shown below and this will be arranged).

The Compliance Officer  
Syndicate DTW1991  
R&Q Managing Agency Limited  
5<sup>th</sup> Floor  
Fountain House  
130 Fenchurch Street  
London  
EC3M 5DJ

Email: [complaints@DTW1991.com](mailto:complaints@DTW1991.com)

Tel +44 (0)20 7 977 0876

Fax +44 (0)20 7 283 9872

Once your complaint is received Syndicate DTW1991 shall attempt to respond within 10 working days from the date of receipt but in any event no later than the response time stipulated by any instructions received from the relevant UK regulator.

In the event that you remain dissatisfied you can refer the matter to Lloyd's. Their address and contact details are as follows:-

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

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 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 £1m annual income or a trustee of a trust with net asset value of less than £1m. You may refer the matter to the following organisation.

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

## Financial Services Compensation Scheme (FSCS)

Syndicate DTW1991 is covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event that we cannot meet our obligations, you may be entitled to compensation from this scheme. Further details can be obtained from:

Financial Services Compensation Scheme  
7<sup>th</sup> Floor  
Lloyds Chambers  
Portsoken Street  
London  
E1 8BN

Tel: +44 (0)20 7 892 7300

Fax: +44 (0)20 7 892 7301

Web: [www.fscs.org.uk](http://www.fscs.org.uk)

## GOVERNING LAW

The laws of England and Wales will apply to this Policy unless we agree otherwise with you in writing before issuing the Policy and any disputes arising under this Policy shall be subject to the exclusive jurisdiction of the English Courts.



## THE INSURANCE

The UNDERWRITERS will subject to the terms exceptions conditions endorsements and Limits of Indemnity of this Insurance indemnify the INSURED against

- A. All sums which the INSURED shall become legally liable to pay as damages including claimants' costs and expenses in respect of INJURY or loss of or damage to PROPERTY which arises in connection with the BUSINESS
- B. All costs and expenses incurred by the INSURED (save described in C below) with the written consent of the UNDERWRITERS in respect of any claim against the INSURED which may be the subject of indemnity under this Policy
- C. The payment of legal and other defence fees incurred with the written consent of the UNDERWRITERS and to a limit of £50,000 arising out of any one occurrence for representation of the INSURED at
  - (i) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which an EMPLOYEE or principal of the INSURED has been requested to give evidence
  - (ii) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in INJURY or loss of or damage to PROPERTY which may be the subject of indemnity under this Policy

## GENERAL DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters within the Policy the Schedule and endorsements and extensions

1. BUSINESS shall mean as described in the Schedule and shall include
  - (i) the ownership repair and maintenance of the INSUREDS own PROPERTY
  - (ii) the provision and management of canteen social sports and welfare activities for the benefit of the INSURED or EMPLOYEES
  - (iii) the provision and management of first aid fire security and ambulance services
  - (iv) the performance of private duties carried out by the INSUREDS EMPLOYEES with the written consent of the INSURED for any director partner or senior official of the INSUREDand no other business for the purposes of this Policy
2. COVERHOLDER shall mean Commercial Express Quotes Limited who act as an agent of DTW 1991 Underwriting Limited in respect of this insurance under Binding Authority B6991SCO2015S01
3. EMPLOYEE shall mean
  - (a) any person under a contract of service or apprenticeship with the INSURED
  - (b)
    - (i) any labour master or labour only sub-contractor or person supplied by any of them
    - (ii) any self-employed person
    - (iii) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the INSURED
    - (iv) any person participating in any Government or otherwise authorised work experience training study exchange or similar scheme whilst working for the INSURED in the course of the BUSINESS
4. EXCESS shall mean the amount specified in the Policy Schedule for which the INSURED will be responsible in respect of each and every claim in respect of loss of or damage to PROPERTY
5. GOODS shall mean any goods or products (including containers labelling instructions or advice provided in connection therewith) manufactured sold supplied erected repaired altered treated transported serviced or installed by the INSURED in the course of the BUSINESS
6. INJURY shall mean bodily injury death illness disease or shock causing bodily injury

7. INSURED shall mean the person or persons or corporate body named in the Schedule and includes
- (a) any subsidiary company which is named in the Policy Schedule operating in or from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man
  - (b) at the written request of the INSURED
    - (i) any director or EMPLOYEE of the INSURED while acting on behalf of or in the course of his employment or engagement by the INSURED in respect of liability for which the INSURED would have been entitled to indemnity under this Policy if the claim against any such person had been made against the INSURED
    - (ii) any officer member or EMPLOYEE of the INSURED' s social sports or welfare organisation or fire first aid or ambulance service in his respective capacity as such
    - (iii) any director partner or senior official of the INSURED in respect of private work carried out by any EMPLOYEE of the INSURED for any such person with the consent of the INSURED
  - (c) in the event of the death of the INSURED the personal representatives of the INSURED in respect of liability incurred by the INSURED provided that such person shall as though he were the INSURED observe fulfil and be subject to the terms exceptions conditions and endorsements of this Insurance as far as they can apply
8. OFFSHORE shall mean from the moment in time that an EMPLOYEE shall embark onto any conveyance at the point of final departure on land to any offshore installation until the moment in time that an EMPLOYEE shall disembark from any conveyance onto land upon their return from any offshore installation
9. PROPERTY shall mean material property
10. TERRORISM shall mean 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 persons 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 governmental organisation 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
11. UNDERWRITERS shall mean DTW 1991 Underwriting Limited on behalf of Syndicate DTW1991 at Lloyd's

## SECTION 1 - EMPLOYERS' LIABILITY

### SCOPE OF COVER

INJURY sustained by any EMPLOYEE of the INSURED arising out of and in the course of his employment or engagement by the INSURED and caused during the Period of Insurance

- (a) in Great Britain Northern Ireland the Channel Islands or the Isle of Man
- (b) whilst temporarily outside the countries named in (a) provided that any such EMPLOYEE is
  - (i) ordinarily resident in any of the aforesaid countries
  - (ii) engaged in non-manual work

### RIGHTS OF RECOVERY

The indemnity granted by Section 1 of this Policy 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 Isle or the Man but the INSURED shall repay to the UNDERWRITERS all sums paid by the UNDERWRITERS which the UNDERWRITERS would not have been liable to pay but for the provisions of such law

### SECTION 1 EXCEPTIONS

These apply in addition to the General Exceptions

The UNDERWRITERS shall not indemnify the INSURED under this Section against liability

- (a) for INJURY sustained by any EMPLOYEE of the INSURED
  - (i) in respect of which compulsory insurance or security is required to be arranged by the INSURED under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order
  - (ii) whilst OFFSHORE
- (b) of whatsoever nature directly or indirectly 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 £5,000,000 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 UNDERWRITER that the INSURED does not manufacture mine process distribute test remediate remove store dispose sell or use Asbestos or materials or products containing Asbestos
- (c) 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 UNDERWRITER 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 £5,000,000

## SECTION 1 EXTENSIONS

These apply in addition to the General Extensions

### 1. UNSATISFIED COURT JUDGEMENTS

Where a judgement for damages has been obtained by any EMPLOYEE or the legal personal representatives of any EMPLOYEE

- a) in respect of INJURY sustained by the EMPLOYEE arising out of and in the course of employment by the INSURED in the BUSINESS
- b) against any company or individual operating from or resident in premises within the Geographical Limits in any court situate in the Geographical Limits

and such judgement remains unsatisfied in whole or in part 6 months after the date of judgement then at the request of the INSURED the UNDERWRITERS will pay to the EMPLOYEE or the said legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- a) there is no appeal outstanding
- b) if any payment is made by the UNDERWRITERS the EMPLOYEE or the said legal personal representatives shall assign the judgement to the UNDERWRITERS
- c) Section 1 is operative at the time that such INJURY is caused
- d) the liability of the UNDERWRITERS for damages costs and expenses shall not exceed the amount stated as the Limit of Indemnity in the Schedule

## LIMIT OF INDEMNITY

The maximum liability of the UNDERWRITERS payable under this Section in respect of any one claim against the INSURED or series of claims against the INSURED arising out of one occurrence inclusive of all costs and expenses shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule

## SECTION 2 - PUBLIC LIABILITY

### SCOPE OF COVER

- A. Accidental INJURY to any person
- B. Accidental loss of or damage to PROPERTY
- C. Obstruction trespass nuisance or interference with any right of way air light or water or other easement
- D. Wrongful arrest wrongful detention false imprisonment or malicious prosecution

occurring anywhere within the Geographical Limits during the Period of Insurance

### GEOGRAPHICAL LIMITS

- (a) Great Britain Northern Ireland the Channel Islands or the Isle of Man or
- (b) Elsewhere in the World arising out of temporary BUSINESS visits by EMPLOYEES
  - (i) ordinarily resident in any of the aforesaid countries and;
  - (ii) engaged in non-manual work

### SECTION 2 EXCEPTIONS

These apply in addition to the General Exceptions

The UNDERWRITERS shall not indemnify the INSURED under this Section against liability

- (a) for loss of or damage to PROPERTY belonging to the INSURED or in the custody or control of the INSURED or of any EMPLOYEE of the INSURED other than
  - (i) personal effects (including vehicle and their contents) of EMPLOYEES or visitors
  - (ii) any premises including their contents not being premises leased or rented to the INSURED which are temporarily occupied by the INSURED for the purpose of carrying out work therein or thereon
  - (iii) any other PROPERTY on which the INSURED or any EMPLOYEE or agent of the INSURED is or has been carrying out work but the UNDERWRITERS will not indemnify the INSURED in respect of loss or damage to that part of any PROPERTY being worked upon
- (b) arising from the ownership possession or use under the control of the INSURED or of any EMPLOYEE of the INSURED of
  - (i) any mechanically propelled vehicle including anything attached to it used in circumstances where insurance or security is required by any road traffic legislation or where indemnity is provided by any other policy or security
  - (ii) any craft intended to travel through air or space or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length)
- (c) caused by any GOODS after they have ceased to be in the custody or control of the INSURED other than food or drink supplied primarily for the use of EMPLOYEES or for entertainment purposes
- (d) arising from professional advice given separately for a fee or other remuneration by the INSURED or by anyone on the INSURED'S behalf or in circumstances where a fee would normally be charged
- (e) for the amount of the EXCESS

## SECTION 2 EXTENSIONS

These apply in addition to the General Extensions

### 1. MOTOR VEHICLES TOOL OF TRADE RISK

Section Exception (b) (i) shall not apply to liability caused by or arising from

- a) the use of plant as a tool of trade at the INSURED's premises or on any site at which the INSURED is working
- b) the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle
- c) damage to any building bridge weighbridge road or to anything beneath caused by vibration or by the weight of any vehicle or its load

Provided that the UNDERWRITERS shall not provide indemnity against liability

- a) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle
- b) for which indemnity is provided by any other insurance

### 2. MOTOR CONTINGENT LIABILITY

Notwithstanding Section (b) (i) the UNDERWRITERS will within the terms of this Section indemnify the INSURED in respect of liability for INJURY or damage to PROPERTY caused by or arising from any motor vehicle or trailer attached thereto not belonging to or provided by the INSURED being used by an EMPLOYEE in the course of the BUSINESS

Provided that the UNDERWRITERS shall not provide indemnity against liability

- a) in respect of damage to any such vehicle or trailer or PROPERTY conveyed therein or thereon
- b) for which indemnity is provided by any other insurance
- c) caused or arising whilst such vehicle or trailer is
  - i) engaged in racing pace-making reliability trials or speed testing or
  - ii) being driven by the INSURED or
  - iii) being driven with the general consent of the INSURED or their representative by any person who to the knowledge of the INSURED or other such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence or
  - iv) used elsewhere than within the Geographical Limits

### 3. MOVEMENT OF OBSTRUCTING VEHICLES

Section Exception (b) (i) shall not apply to liability caused by or arising from any vehicle (not owned or hired by or lent to the INSURED) being driven by the INSURED or by any EMPLOYEE with the INSURED's permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians

Provided that

- a) movements are limited to vehicles parked on or obstructing the INSURED's premises or any site at which the INSURED is working
- b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle
- c) the vehicle causing obstruction is driven by use of the owner's ignition key
- d) the UNDERWRITERS shall not provide indemnity against liability
  - i) in respect of damage to such vehicle
  - ii) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle

### 4. DEFECTIVE PREMISES ACT

The indemnity provided by this Section shall extend to apply in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned or occupied by the INSURED for purposes pertaining to the BUSINESS and which have since been disposed of by the INSURED

Provided that the UNDERWRITERS shall not provide indemnity against liability

- a) for which indemnity is provided by any other insurance
- b) for the costs of remedying any defect or alleged defect in such premises

### 5. LEASED OR RENTED PREMISES

Section Exception (a) (ii) shall not apply to liability for damage to premises (including their fixtures and fittings) leased or rented to the INSURED

Provided that the UNDERWRITERS shall not provide indemnity against liability assumed by the INSURED under any agreement which would not have attached in the absence of such agreement.



## 6. OVERSEAS PERSONAL LIABILITY

The UNDERWRITERS will within the terms of this Section indemnify

- a) the INSURED
- b) at the request of the INSURED
  - i) any director partner or EMPLOYEE of the INSURED
  - ii) any spouse or child of the persons stated in a) or b) i) above who are accompanying such persons

in respect of liability incurred by such persons in a personal capacity in connection with an event occurring in a country outside of the Geographical Limits whilst on a temporary visit to such country in connection with the BUSINESS

Provided that

- a) any person entitled to indemnity under this Section Extension shall as though they were the INSURED be subject to the terms Exceptions and Conditions of this Policy insofar as they can apply
- b) nothing in this Section Extension shall increase the liability of the UNDERWRITERS to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified
- c) the UNDERWRITERS shall not provide indemnity against
  - i) contractual liability
  - ii) liability for which indemnity is provided by any other insurance
  - iii) liability in respect of damage to PROPERTY belonging to or in the custody or under the control of any person entitled to indemnity under this Section Extension
  - iv) liability in respect of INJURY to any person entitled to indemnity under this Section Extension
  - v) liability caused by or arising from
    - 1) the ownership or occupation of land or buildings
    - 2) the carrying on of any business profession trade or employment
    - 3) the ownership possession or use of animals other than domestic dogs or cats.

## 7. DATA PROTECTION ACT

The indemnity provided by this Section shall extend to apply in respect of compensation for damage arising out of any claim under Part II Section 13 of the Data Protection Act 1998 not otherwise insured hereunder and first made against the INSURED during the Period of Insurance

Provided that

- a) the liability of the UNDERWRITERS for damages costs and expenses shall not exceed the amount stated as the Limit of Indemnity in the Schedule and notwithstanding anything stated in the Schedule or elsewhere in this Policy to the contrary the said Limit of Indemnity shall for the purpose of this Section Extension apply in respect of the total of all claims during any one Period of Insurance
- b) the INSURED has registered in accordance with the terms of the said Act or has applied for such registration which has not been refused or withdrawn

- c) the UNDERWRITERS shall not provide indemnity
  - i) for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000
  - ii) against liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
  - iii) for the costs of replacing reinstating rectifying or erasing any personal data
  - iv) against liability caused by or arising from any incident or circumstances known to the INSURED at inception of this Section Extension which may give rise to a claim
  - v) against liability caused by or arising from the recording processing or provision of data for reward or the determining of the financial status of a person
  - vi) against contractual liability
  - vii) against liability in respect of INJURY to any person or damage to PROPERTY

## LIMIT OF INDEMNITY

The maximum liability of the UNDERWRITERS payable under this Section in respect of damages in respect of any one claim against the INSURED or series of claims against the INSURED arising out of one occurrence shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule

Any costs and expenses which may be the subject of indemnity under this Insurance will be payable in addition to the Limit of Indemnity

## SECTION 3 - PRODUCTS LIABILITY

### SCOPE OF COVER

- a) Accidental INJURY to any person
- b) Accidental loss of or damage to PROPERTY

occurring anywhere in the World other than at the premises of the INSURED during the Period of Insurance and caused by any GOODS

### LIMIT OF INDEMNITY

The maximum liability of the UNDERWRITERS payable under this Section in respect of damages in respect of any one claim against the INSURED or series of claims against the INSURED arising out of one occurrence shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule

Any costs and expenses which may be the subject of indemnity under this Insurance will be payable in addition to the Limit of Indemnity

### SECTION 3 EXCEPTIONS

These apply in addition to the General Exceptions

The UNDERWRITERS shall not indemnify the INSURED under this Section against liability

- (a) caused by or in connection with any GOODS to the knowledge of the INSURED for export to or use in the United States of America or Canada
- (b) caused by any GOODS in the custody or control of the INSURED
- (c) for the amount of the EXCESS

### SECTION 3 EXTENSIONS

These apply in addition to the General Extensions

#### 1. CONSUMER PROTECTION ACT AND FOOD SAFETY ACT

The UNDERWRITERS will provide indemnity to the INSURED and at the request of the INSURED any director partner or EMPLOYEE of the INSURED in respect of legal costs and expenses incurred with the UNDERWRITERS' s written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 and Sections 7 and 8 of the Food Safety Act 1990 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith

Provided that

- a) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the BUSINESS
- b) the UNDERWRITERS shall not provide indemnity in respect of
  - i) fines or penalties of any kind
  - ii) any proceedings arising from circumstances for which indemnity is provided by any other insurance

- iii) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
  - iv) proceedings which arise out of any activity or risk excluded from this Policy
- c) the director partner or EMPLOYEE shall as though they were the INSURED be subject to the terms Exceptions and Conditions of this policy insofar as they can apply.

## GENERAL EXTENSIONS

### 1. INDEMNITY TO PRINCIPAL

The UNDERWRITERS will subject otherwise to the terms exceptions conditions and endorsements of this Policy indemnify any principal under Sections 1 and 2 against liability in respect of INJURY or loss of or damage to PROPERTY to the extent that any contract or agreement entered into by the INSURED with any principal so requires

Provided that

- (a) an indemnity would have been provided had a claim been made against the INSURED
- (b) the principal shall observe fulfil and be subject to the terms conditions and endorsements of this Insurance as far as they can apply
- (c) the conduct and control of claims is vested in the UNDERWRITERS
- (d) the indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause
- (e) the indemnity granted under Section 1 shall only apply in respect of liability to any person who is an EMPLOYEE of the INSURED

### 2. CROSS LIABILITIES

If the INSURED comprises more than one party the UNDERWRITERS will under Sections 2 and 3 provide indemnity to each such INSURED in the same manner and to the same extent as if a separate policy had been issued to each of them Provided that nothing in this Extension shall increase the liability of the UNDERWRITERS to pay any amount exceeding the Limit of Indemnity of the operative Section(s) regardless of the number of persons claiming to be indemnified.

### 3. HEALTH AND SAFETY AT WORK ACT ETC AND CORPORATE MANSLAUGHTER

The UNDERWRITERS will indemnify the INSURED and at the request of the INSURED any director partner or EMPLOYEE of the INSURED in respect of legal costs and expenses incurred with the UNDERWRITERS' consent in the defence of any prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

i) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

ii) the Corporate Manslaughter and Corporate Homicide Act 2007

Provided that

- a) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the BUSINESS and in connection with a claim in respect of which the INSURED is entitled to indemnity under this Policy
- b) the UNDERWRITERS shall not provide indemnity in respect of
  - i) fines or penalties of any kind remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution
  - ii) any circumstances for which indemnity is provided by any other insurance
  - iii) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
  - iv) proceedings which arise out of any activity or risk excluded from this Policy

- c) The liability of the UNDERWRITERS in respect of all such legal costs and expenses shall not exceed the sum of £1,000,000 in respect of each and every occurrence of proceedings whether relating to one or more alleged offences

#### 4. COURT ATTENDANCE COSTS

In the event of any of the under mentioned persons attending court as a witness at the request of the UNDERWRITERS in connection with a claim in respect of which the INSURED is entitled to indemnity under this Policy the UNDERWRITERS will provide compensation to the INSURED at the following rates per day for each day on which attendance is required

- a) £250 for the INSURED or any of the directors or partners of the INSURED
- b) £100 for any EMPLOYEE

## GENERAL EXCEPTIONS

These apply to all Sections of the Insurance and all endorsements and extensions unless otherwise stated

The UNDERWRITERS shall not indemnify the INSURED in respect of

1. any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or part) unless the INSURED has requested that there shall be no such limitation and has accepted the terms offered by the UNDERWRITERS in granting such cover which offer and acceptance must be signified by specific endorsement to the Policy
2. any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
3. any liability for punitive multiplied or exemplary damages fines or penalties
4. any liability for 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.
5. The UNDERWRITERS shall not indemnify the INSURED under Sections 2 or 3 of this Insurance against liability in respect of
  - (a) INJURY sustained by an EMPLOYEE which arises out of and in the course of his employment or engagement by the INSURED
  - (b) loss of or damage or legal liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to PROPERTY by or under the order of any government or public or local authority.
  - (c) loss of or damage to or any costs or expense incurred in repairing replacing removing, rectifying recalling or making any refund in respect of GOODS
  - (d) liability arising from GOODS used with the INSURED's knowledge in connection with aircraft watercraft or offshore structures
  - (e) liability directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere but this exception shall not apply in respect of pollution or contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the Period of Insurance
  - (f) INJURY loss damage cost or expense of whatsoever nature 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
  - (g) INJURY loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any fungus of any kind including but not limited to mildew mould spores or allergens

- (h) INJURY loss damage cost or expense of whatsoever nature 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
- (i) INJURY loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with
  - 1) any act of TERRORISM regardless of any other cause or event contributing concurrently or in any other sequence to this loss
  - 2) any action taken in controlling preventing suppressing or in any way relating to the act of TERRORISM

If the UNDERWRITER(S) allege that by reason of this exception any loss 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 exception is found to be invalid or unenforceable the remained shall remain in force and effect.

- 6. any liability which is assumed by the INSURED by agreement unless such liability would have attached in the absence of such agreement
- 7. any loss or 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.

- 8. any liability arising directly or indirectly from the use or misuse of the Intranet Extra-net and/or caused via the INSURED(S) own website or internet site or web address and/or via the transmission of mail plans designs photographs or other documents by electronic means.



## GENERAL CONDITIONS

These apply to all Sections of the Insurance and all endorsements and extensions unless otherwise stated

Conditions Number 1, 2, 4, 12 and 14 inclusive are all conditions precedent to liability of the UNDERWRITERS under this Policy

1. The INSURED shall
  - (a) give immediate notice in writing to the UNDERWRITERS of anything which may give rise to a claim being made against the INSURED and for which there may be liability under this Policy
  - (b) give immediate notice in writing to the UNDERWRITERS when any claim is actually made against the INSURED (whether written or oral) and for which there may be liability under this Policy
  - (c) advise the UNDERWRITERS in writing immediately the INSURED has knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any claim or circumstance notified under (a) or (b) above
  
2. The INSURED shall provide the UNDERWRITERS with such particulars and information as the UNDERWRITERS may require in relation to any occurrence or claim notified to the UNDERWRITERS and shall forward to the UNDERWRITERS immediately on receipt every letter claim form writ summons and process  

The UNDERWRITERS shall be entitled at their discretion to take over and conduct in the name of the INSURED the defence or settlement of any claim and to prosecute at their own expense and for their benefit any claim for indemnity or damages against any other persons and the INSURED shall give all information and assistance required No admission of liability or offer promise or payment shall be made without the written consent of the UNDERWRITERS
  
3. The UNDERWRITERS may at any time at their sole discretion pay to the INSURED the maximum sum payable under this Insurance or any lesser sums for which any claim or claims can be settled and the UNDERWRITERS shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment  

Provided that in the event of a claim such costs and expenses shall not exceed an amount being in the same proportion as the UNDERWRITERS' payment to the INSURED bears to the total payment made by or on behalf of the INSURED in settlement of the claim or claims
  
4. The INSURED shall take all reasonable care to prevent accidents and to maintain his premises plant and everything used in the BUSINESS in proper repair and to employ only competent EMPLOYEES and to act in accordance with all statutory obligations and regulations The INSURED shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require
  
5. If at the time of any claim there is or but for the existence of this Insurance would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the INSURED applicable to such claim the UNDERWRITERS shall not be liable under this Insurance to indemnify the INSURED in respect of such claim except beyond the amount which would be payable under such indemnity or insurance had this Insurance not been effected
  
6. This Policy including the schedule definitions sections exceptions extensions conditions and endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Insurance shall bear that meaning wherever it may appear
  
7. Where the premium is calculated on the statements and estimates furnished by the INSURED the INSURED shall keep an accurate record of all relevant particulars and shall allow the UNDERWRITERS to inspect such record at any reasonable time and shall within one month of the expiry of each Period of Insurance furnish to the UNDERWRITERS such information as the UNDERWRITERS requires for such expired period and the premium for such period shall thereupon be adjusted by the UNDERWRITERS and the difference be paid by or allowed to the INSURED as the case may be subject to any agreed minimum premium

8. The INSURED shall give the UNDERWRITERS immediate notice in writing of any alteration which materially affects this Insurance
9. This Policy and any endorsements thereto shall be governed and construed in accordance with the laws of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and to comply with all the necessary requirements to give such court's jurisdiction
10. If any claim under this Policy is in any respect dishonest or if any dishonest means or devices are used by the INSURED or any director or partner or anyone acting on the INSURED' s behalf to obtain any benefit under this Policy then all benefits under this Policy will be forfeited
11. The INSURED shall comply and continue to comply with all risk improvement requirements notified to and agreed to by or on behalf of the INSURED
12. A person who is not a party to this contract has no right under the Contract (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.
13. The payment of the EXCESS is a condition precedent and in the event the EXCESS is not paid when requested the UNDERWRITERS 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 UNDERWRITERS up to the time of failure to pay the EXCESS.
14. The UNDERWRITERS may cancel this Policy at any time giving fourteen days' notice by recorded delivery letter to the INSUREDS address last known to the UNDERWRITERS and in such event the UNDERWRITERS will return the pro-rata portion of the premium and tax for the unexpired Period of Insurance.  
The INSURED may cancel this Policy at any time by giving the UNDERWRITERS written notice and in such event the UNDERWRITERS will return a percentage of the premium and tax paid for the current Period of Insurance in accordance with the table below subject to:
  - i) No claims having been made and no incidents having arisen that could result in a claim under this Policy
  - ii) A minimum premium of £25 plus Insurance Premium Tax being retained by the UNDERWRITERS

Number of months on cover from commencement of the Period of Insurance	Percentage of current Premium returned including Tax
Within 1 month	80%
Within 2 months	70%
Within 3 months	60%
Within 4 months	50%
Within 5 months	40%
With in 6 months	30%
Within 7 months	20%
Within 8 months	10%
More than 8 months	0%