

COMMERCIAL COMBINED

INTRODUCTION

Certification and extent of policy coverage

This is to certify that in accordance with the authorisation granted under Contract Number B1307160021 to Commercial Express Quotes Ltd by Insurers and in consideration of the 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 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

Basis of this contract

The Insured has applied for this Insurance by completing a proposal form or a statement of fact or made a declaration which is the basis of this contract and which is deemed to be incorporated herein. Insurers have relied upon the details contained in the proposal form or statement of fact to decide whether to accept this Insurance and to determine the terms of such acceptance. The Insured must ensure that all the statements in the proposal form or statement of fact are accurate and that they have not withheld any material facts otherwise this Insurance may be avoided

A material fact is a fact likely to influence Insurers assessment of the risk. If you are in any doubt as to what constitutes a material fact you should consult your insurance intermediary.

This Policy has been issued and signed on behalf of Insurers under the contract number B1262BW0181717 for all sections under this policy wording by:

Commercial Express Quotes Limited
B1 Custom House, The Waterfront,
Level Street,
Brierley Hill,
DY5 1XH

Authorised signatory



Dated

CUSTOMER INFORMATION

Who is the Insurer ?

The insurers whose identity is stated in the Endorsement entitled Identity of Insurers and whose proportionate liability will be detailed on request.

Identity of Insurers

Royal & Sun Alliance Insurance plc.

Royal & Sun Alliance Insurance plc (No. 93792) is registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

AIG Europe Limited.

AIG Europe Limited is registered in England: company number 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

Covéa Insurance plc

Covea Insurance plc, Registered in England and Wales No.613259.
Registered office, Norman Place, Reading, RG1 8DA

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

What to do if you have a complaint:

If you have a Complaint which relates to either Your Policy or to a claim which you have submitted under Your policy then please raise this in the first instance with Your broker who will aim to resolve Your concerns by close of the next business day.

If Your broker is unable to deal with your concerns the matter will be forwarded onto Your Insurer via your Insurance provider, who is:-

Commercial Express Quotes Limited
B1 Custom House, The Waterfront,
Level Street,
Brierley Hill,
DY5 1XH

Whilst reviewing your complaint Your Insurer will:

- Acknowledge Your complaint promptly
- Investigate Your complaint quickly and thoroughly
- Keep You informed of the progress of your complaint
- Do everything possible to resolve Your complaint

Your Insurer is obliged to provide You with a written offer of resolution within 8 weeks of the date Your complaint was received.

If You are unhappy with the final decision made by Your Insurer , You may be eligible to refer Your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Telephone: 0800 0234567 (for landline users)
Telephone: 0300 1239123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You have six months from the date of the final response from Your Insurer to refer Your complaint(s) to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

Your Right to Cancel

You may cancel the policy within 14 days of the inception of the contract or the day on which you receive the policy document.

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:

1. No claims having been made and no incidents having arisen that could result in a claim under this policy.
2. A minimum premium of £150 plus Insurance Premium Tax and any Policy Fee in full 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	75%
Within 3 months	70%
Within 4 months	65%
Within 5 months	60%
With in 6 months	50%
Within 7 months	40%
Within 8 months	30%
Within 9 months	20%
Within 10 months	10%
More than 10 months	0%

Financial Services Compensation Scheme (FSCS)

Royal & Sun Alliance Insurance plc, AIG Europe Limited and Covéa Insurance plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. Further information may be obtained from Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN Tel: 020 7892 7300 Fax: 020 7892 7301 or www.fscs.org.uk.

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.

This Policy should be read carefully and if it is incorrect return it immediately to your insurance advisor for alteration.

This Policy should be kept in a safe place - you may need to refer to it if you have to make a claim. It is recommended that you to retain details of your Employers Liability policy/certificates for at least 40 years.

GENERAL DEFINITIONS AND INTERPRETATIONS

Any word or phrase specified hereunder to which a meaning is given has the same meaning wherever it appears in this Policy or any Schedule Endorsement or notice attached or issued by the Insurers unless specifically amended by any documentation issued by the Insurers

Act of Terrorism

means an act, including but not limited 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 organization(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.

Business

means business described in the Policy Schedule including

- (1) the ownership (including maintenance) of buildings specifically insured by this Policy
- (2) the provision and management of canteen social sports and welfare facilities for your Employees
- (3) 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 Geographical Limits

Costs and Expenses

means

- (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

means loss destruction or damage

Deductible

means amount shown in the Schedule to any Section of this Policy being the amount of each and every claim which is not covered and for which you are considered to be your own insurer

Employee

means

- (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 hire 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 whilst engaged in working for the Insured in connection with the Business

Endorsement

means 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

Geographical Limits

means United Kingdom the Channel Islands and the Isle of Man

Injury, applicable to all sections other than Section 13 - Personal Accident which has a separate definition

means death bodily injury illness disease or shock.

Insured/you/your

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

Insurers

means in respect of each Section insured by this Policy the insurer(s) stated in the Schedule applicable to said Section

Money

means

- (1) current currency
- (2) crossed and uncrossed (where applicable)
 - (a) bankers drafts
 - (b) national giro drafts and payment orders
 - (c) postal and money orders
 - (d) dividend warrants
 - (e) cheques (other than pre-signed blank cheques)
- (3) travellers cheques
- (4) national savings stamps and certificates
- (5) bus and rail travel cards and passes
- (6) telephone cards
- (7) current postage stamps and unused postal franking machine units
- (8) luncheon vouchers
- (9) gift tokens
- (10) trading stamps
- (11) national insurance stamps and stamped or impressed national insurance cards
- (12) holiday with pay stamps
- (13) premium bonds
- (14) VAT purchase invoices
- (15) credit card cheque card and debit card sales vouchers
- (16) savings stamps
- (17) consumer redemption vouchers

Period of Insurance

means 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

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

Pollution

means

- (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

means 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 as stated in the Policy Schedule

Products

means 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 Geographical Limits in connection with the Business

Schedule

means most current Schedule issued to you by the Insurers

Valuables

means deeds bonds bills of exchange promissory notes stamp collections jewellery watches furs and fur skins precious stones and articles comprising of them

GENERAL EXCLUSIONS TO THIS POLICY

(1) GENERAL

The following Exclusions apply to all Sections of your Policy except Section 8 - Employers' Liability

This Policy does not cover any loss destruction damage business interruption loss or liability directly or indirectly caused by or contributed to by or arising from

(a) Radioactive Contamination

- (i) ionising radiations from 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 or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (iii) the use of any explosive nuclear weapon or device or the emission discharge dispersal or escape of fissile material emitting a level of radioactivity
- (iv) the emission discharge dispersal release or escape of any solid liquid or gaseous chemical compound which when suitably distributed is capable of causing incapacitating disablement or death amongst people or animals
- (v) the emission discharge dispersal release or escape of any pathogenic (disease producing) micro-organism(s) and chemically synthesised toxin(s) (including genetically modified organisms and chemically synthesised toxins).

(b) Pressure Waves

pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

(c) Pollution

as defined in the General Definitions and Interpretations other than Pollution resulting in Damage to property insured by this Policy or interruption of or interference with the Business not otherwise excluded caused by any of the following perils

Fire Explosion Aircraft Earthquake Riot Malicious Damage Storm or Flood Escape of Water Impact Sprinkler Leakage Theft or Subsidence all as defined in Section 1- Buildings and Contents of this Policy

(2) WAR AND ACT OF TERRORISM

This Policy does not cover any claim hereunder of whatsoever nature directly or indirectly occasioned by or happening through or in consequence of

- (a) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority Act of Terrorism or any action taken in controlling preventing suppressing or in any way relating to any of the above
- (b) riot civil commotion and (except in respect of Damage by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons in Northern Ireland other than in respect of the insurance provided by Section 8 - Employers Liability Section 9 - Public Liability and Section 10 - Products Liability

In any action suit or other proceedings where the Insurers allege that by reason of Policy Definition Act of Terrorism any claim hereunder is not covered by this Policy the burden of proving that such claim hereunder is covered shall be upon you

This Exclusion shall apply to all Sections of this Policy other than Section 8 - Employers Liability to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees and provided that the maximum Limit of Indemnity for any one claim or series of claims arising from one source or original cause shall not exceed £5,000,000

(3) DATE RECOGNITION FAILURE

This Policy does not cover

- (1) Damage
- (2) interruption of or interference with the Business
- (3) legal liability other than Employers' Liability
- (4) Costs and Expenses other than in connection with Employers' Liability
- (5) Legal Expenses

directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media micro chip integrated circuit or similar device or any computer software whether the property of the Insured or not

- (a) correctly to recognise any date as its true calendar date
- (b) correctly to capture save retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (c) correctly to capture save retain or process any data as a result of the operation of any command which causes the loss of data or the inability correctly to capture save retain or process such data

Provided that (1) and (2) shall not apply to

- (i) subsequent Damage or
 - (ii) subsequent interruption of or interference with the Business
- not otherwise excluded which results from any of the following perils

Fire Explosion Aircraft Earthquake Riot Malicious Damage Storm or Flood Escape of Water Impact Sprinkler Leakage Theft or Subsidence all as defined in Section 1- Buildings and Contents of this Policy

(4) ELECTRONIC DATA

This Exclusion applies to all Sections of this Policy other than Section 8 Employers Liability Section 9 Public Liability and Section 10 Products Liability

This Policy does not cover loss destruction damage or business interruption loss directly or indirectly occasioned by or happening through or in consequence of Computer Virus(es) or from erasure or corruption or alteration of Electronic Data

Computer Virus means a corrupting instruction that propagates itself via a computer system or network
Electronic Data means facts concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

Provided that this Exclusion shall not apply to Damage or interruption of or interference with the Business not otherwise excluded which results from any of the following perils

Fire Explosion Aircraft Earthquake Riot Storm or Flood Escape of Water Impact or Sprinkler Leakage all as defined in Section 1 - Buildings and Contents and stated as insured in the Schedule applicable to that Section

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

If you need to notify Insurers of a claim or of any circumstances or incident which may cause a claim you should contact your professional intermediary or alternatively your appropriate Insurer as follows:

All claims other than Personal Accident, Employers Liability, Public Liability and Products Liability

**CERTO CHARTERED LOSS ADJUSTERS, RAWDON COURT
20 LEEDS ROAD, RAWDON COURT, LEEDS, LS19 6AX
TELEPHONE 0113 387 9047 (OFFICE HOURS) OR 0845 458 2412 (OUT OF OFFICE)**

With regards to any claim under Sections 8,9 or 10 - Employers Liability, Public/Products Liability

**COMMERCIAL EXPRESS QUOTES LIMITED
B1 CUSTOM HOUSE, THE WATERFRONT,
LEVEL STREET,
BRIERLEY HILL,
DY5 1XH**

TELEPHONE NUMBER 0845 094 2077

With regards to any claim under Section 13 - Personal Accident you should contact immediately

**VAN AMEYDE UK LTD 34 THE MALL, BROMLEY KENT BR1 1TS
TELEPHONE NUMBER 0208 315 0732**

(1) PROCEDURE FOR NOTIFYING CLAIMS

If any event happens which may give rise to a claim being made under this Policy you must

- (a) notify the Insurers as soon as possible and give full details of the occurrence
- (b) inform the police immediately of any malicious damage or of the theft or loss of any property or Money
- (c) forward to the Insurers immediately on receipt and without answering it any letter claim writ summons or process
- (d) send to the Insurers at your own expense a written claim together with such detailed particulars and proofs certificates or other documents as may reasonably be required by the Insurers and send also details of any other insurance covering the loss destruction damage Injury or liability for which you are claiming indemnity under this Policy within
 - (i) seven days of Damage caused by riot civil commotion strikes labour disturbances or malicious persons
 - (ii) 30 days of the expiry of the Indemnity Period in the event of a claim under the Business Interruption Section of this Policy
 - (iii) 30 days of Damage by any other cause or Injury insured by this Policy
- (e) take all reasonable steps to diminish or avoid the Damage and to minimise any interruption of or interference with the Business or Bodily Injury
- (f) not negotiate with nor make any admission of liability nor offer payment or promise to any party without the Insurers' written consent
- (g) all medical records, notes and correspondence referring to a claim or related pre-existing condition relating to any Accident shall be made available on request to any medical advisor appointed by or on behalf of the Insurers and such medical advisor shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make an examination of the Insured.
- (h) seek the attention of a duly qualified medical practitioner in the event of any Accident resulting in Bodily Injury or death

(2) **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

(3) **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

(4) **THE INSURERS' RIGHTS**

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

- (a) enter the building where Damage has occurred and to take and keep possession of damaged property insured herein and to deal with the salvage in a reasonable manner and this Condition shall be proof of your consent for such purpose - no property may be abandoned to the Insurers
- (b) 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
- (c) 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

(5) **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) on any of the property insured herein either alone or together with any other property which shall be subject to any condition of average or is limited in respect of the value of any article or the total amount is divided in respect of said property then this Policy may at the option of the Insurers be held to contain the same condition of average limit of value and division of amount pro rata
- (c) 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

This Condition does not apply to any personal accident benefit provided under this Policy in respect of death or injury to any insured person

(6) **EFFECT OF CLAIMS ON SUMS INSURED**

Except where otherwise provided for under any Section of this Policy

- (a) the Sums Insured in this Policy will be reduced until expiry of the Period of Insurance by the amount of any loss destruction damage interruption or interference with your Business
- (b) if any Sum Insured is subject to an Underinsurance Condition and further claims arise before expiry of the Period of Insurance the application of such Underinsurance Condition may have the effect of increasing the proportion of the loss which you will have to bear
- (c) on request and if not otherwise provided for under any Section of this Policy following a claim the Insurers will consider reinstating the original Sums Insured subject to any additional premium revised terms and further precautions that may be necessary

(7) **RECOVERY OF LOST OR STOLEN PROPERTY**

If any lost or stolen property which is the subject of a claim under this Policy is recovered you must inform the Insurers as soon as reasonably possible by recorded delivery letter

If the property is recovered before the payment of the claim for loss of that property you must reclaim such property and the Insurers will then indemnify you under the terms of this Policy for any damage sustained to such property

If the property is recovered after payment of the claim for loss of that property the property will then belong to the Insurers but you will have the option of retaining the property and refunding to the Insurers any claim payment the Insurers have made for the property subject to any appropriate adjustment for damage to the property

(8) **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

(9) 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

(10) PRECAUTIONS

You must

- (a) take all reasonable precautions to safeguard any property insured by this Policy against Damage and 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) maintain the Premises and all other property insured in a sound condition
- (e) take all reasonable steps to minimise Bodily Injury

(11) WORKMEN AND ALTERATION TO THE PREMISES OR 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 the Premises or the building in which it is located or 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
- (c) your interest in the Premises or 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

(12) 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

(13) 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

(14) CANCELLATION

The Insurers may cancel this Policy by sending seven 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

(15) 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

(16) DATA PROTECTION ACT 1998

It is agreed by the Insured that any information provided to the Insurer regarding the Insured for the purpose of accepting insurance and handling any claims may if necessary be divulged to third parties provided that it will be processed by the Insurer in compliance with the provisions of the Data Protection Act 1998

(17) 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
Act 1998

(18) SEVERAL LIABILITY

The liability of the Insurers is several and not joint and is limited solely to the extent of their individual proportions as shown in the Endorsement entitled Identity of Insurers. The Insurers are not responsible for the subscription of any co-subscribing insurers or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

SECTION 8 - EMPLOYERS' LIABILITY

This Section applies only if stated as INSURED in the Policy Schedule

INSURING CLAUSE

In the event of Injury to any Employee caused during the Period of Insurance and arising out of and in the course of their employment by you in connection with your Business within the Geographical Limits the Insurers will indemnify you against all sums that you shall become legally liable to pay as compensation in respect of such Injury together with Costs & Expenses

DEFINITIONS TO THE EMPLOYERS' LIABILITY SECTION

Offshore

means from the time of embarkation by an Employee onto a conveyance at the point of final departure to either an offshore rig or offshore platform until disembarkation by an Employee from a conveyance onto land upon return from either an offshore rig or offshore platform

Europe

means for the purpose of this Section all countries within the continent of Europe other than Albania Bulgaria the Czech and Slovak Republics Hungary Poland Romania Turkey or any countries or territories formerly part of either the USSR or Yugoslavia

BASIS OF PAYMENT

The liability of the Insurers for compensation and Costs and Expenses will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section for any one claim or series of claims arising from one source or original cause The Insurers may at any time pay to you or anyone else entitled to indemnity under this Section

- (1) the amount stated as the Limit of Indemnity in the Schedule applicable to this Section after deducting any sum or sums already paid as compensation and any Costs and Expenses paid by the Insurers or
- (2) any lesser amount for which any claim or claims can be settled

and upon such payment the Insurers will relinquish conduct and control of and be under no further liability in connection with such claim or claims except for Costs and Expense incurred or which can be recovered in respect of action taken before the date of Insurers' payment under this Section

Any sum paid will be inclusive of all Costs and Expenses incurred and no further sums will be payable by the Insurers

EXCLUSIONS TO THE EMPLOYERS' LIABILITY SECTION

There will be no indemnity under this Section for

Work Offshore

- (1) you or anyone claiming indemnity under this Section in respect of liability arising Offshore

Indemnity for directors partners and Employees

- (2) liability of any of your directors partners or Employees for which you would not have been entitled to indemnity if the claim had been made against you

Fines or Penalties

- (3) the payment of fines or penalties

Mechanically propelled vehicles

- (4) Injury to any Employee whilst
 - (a) carried in or upon
 - (b) entering or getting on to or alighting from

any mechanically propelled vehicle in circumstances where any road traffic legislation requires insurance or security

Asbestos

- (5) liability 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, 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 a sub-Limit of Indemnity 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 Insurers that the Insured do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.

Hazardous Locations

- (6) any claim arising in connection with any manual work on or in
- (a) docks harbours or railways
 - (b) watercraft
 - (c) chemical or petro chemical works oil or gas refineries or storage facilities
 - (d) aircraft airports or airfields
 - (e) power stations
 - (f) nuclear power stations
 - (g) any installations where nuclear processing is undertaken
 - (h) towers steeples chimney shafts blast furnaces viaducts bridges tunnels flyovers dams motorways quarries mines or collieries

SPECIAL CONDITION TO THE EMPLOYERS' LIABILITY SECTION

The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Ireland the Channel Islands or the Isle of Man but you shall repay to the Insurers all sums paid by the Insurers which the Insurers would not have been liable to pay but for the provisions of such law

IN ADDITION THE INSURERS WILL PROVIDE INDEMNITY UNDER THIS SECTION AS FOLLOWS

Indemnity to Others

- (1) If you so request
- (a) any of your directors partners or Employees in respect of liability for which you would have been entitled to indemnity under this Section if the claim for which indemnity is being sought had been made against you
 - (b) any officer or member of your social sports and welfare organisations or fire first aid or ambulance services while acting in their respective capacities as such
- (2) The legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person
- (3) Where any contract or agreement entered into by you so requires any principal in like manner to you in respect of the principal's liability arising from the contract or agreement but only so far as concerns liability to an Employee

Provided that they observe the terms of this Policy as far as they can apply

Contractual Liability

Subject to Exclusion (3) of this Section where any contract or agreement entered into by you so requires liability assumed by you by virtue of such contract or agreement but only in so far as concerns liability to an Employee

Cross Liabilities

If the Insured comprises more than one party the Insurers will provide indemnity to each in the same manner and to the same extent as if a separate Policy has been issued to each provided that the total amount payable in respect of any one claim or series of claims arising from some source or original cause shall not exceed the Limit of Liability stated in the Schedule applicable to this Section

Health and Safety at Work and Corporate Manslaughter Defence Costs

In the event of

- (1) any act omission or incident or alleged act omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or
- (2) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

the Insurers will provide indemnity against Costs and Expenses incurred in representing you in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the Period of Insurance within the United Kingdom and in the course of your Business

Provided that

- (a) the Insurers total liability in respect of Costs and Expenses shall not exceed £1,000,000 in the aggregate during any one Period of Insurance
- (b) the Insurers will only indemnify you where Costs and Expenses arise as a result of any matter which is the subject of indemnity under this Policy
- (c) the Insurers will only be liable for Costs and Expenses incurred in respect of legal representation appointed by them
- (d) if there is any other insurance or indemnity in force covering the same Costs and Expenses the Insurers liability shall be limited to a proportionate amount of the total Costs and Expenses but subject always to the limit of indemnity of £1,000,000
- (e) this indemnity will not apply
 - (i) in respect of fines or penalties of any kind
 - (ii) to proceedings consequent upon any Injury deliberately caused by you
 - (iii) to persons other than you or any of your directors partners proprietors or Employees

Compensation for Court Attendance

In the event of the following persons attending court at the request of the Insurers in connection with a claim under this Section the Insurers will compensate you at the rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- | | | |
|-----|---|--------------|
| (1) | by you or any of your directors or partners | £250 per day |
| (2) | by any of your Employees | £100 per day |

Unsatisfied Court Judgements

In the event of a judgement for damages being obtained against someone other than you

- (1) under the jurisdiction of a court in England Scotland Wales Northern Ireland the Channel Islands or the Isle of Man by any Employee or their representative
- (2) in respect of Injury arising out of and in the course of your Employee's employment or engagement by you which remains unsatisfied in whole or in part six months after the date of such judgement the Insurers will at your request pay to your Employee or representative the amount of any damages or awarded costs to the extent that they remain unsatisfied

Provided that

- (a) there is no appeal outstanding
- (b) the judgement relates to Injury which would otherwise be covered under this Section
- (c) any payment made by the Insurers will be only in respect of liability for which you would have been entitled to indemnity under this Section had judgement been made against you
- (d) the Insurers are entitled to take over and prosecute for their own benefit any claim made against any other person and you and your Employee or their representative must provide all information and assistance required by the Insurers

Geographical Limits

The Geographical Limits shall extend to include elsewhere in the world for visits made in connection with the Business by you or any of your directors partners or Employees in a non-manual capacity provided that such persons usually reside within the Geographical Limits

SECTION 9 - PUBLIC LIABILITY

This Section applies only if stated as INSURED in the Policy Schedule

INSURING CLAUSE

In the event of

- (1) accidental Injury to any person
- (2) accidental loss of or accidental damage to material property
- (3) accidental loss of amenities nuisance trespass or interference with any right of way light air or water occurring during the Period of Insurance and arising in connection with
 - (a) your Business
 - (b) the occupation of the Premises

within the Geographical Limits the Insurers will indemnify you in respect of your liability at law for compensation together with Costs and Expenses

BASIS OF PAYMENT

The liability of the Insurers will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section for any one claim or series of claims arising from one source or original cause

In addition the Insurers will pay Costs and Expenses

EXCLUSIONS TO THE PUBLIC LIABILITY SECTION

This Section does not cover

Deductible

- (1) the amount stated in the Schedule applicable to this Section as the Deductible in respect of (2) of the Insuring Clause to this Section only

Fines liquidated damages or penalties

- (2) liability for fines liquidated damages or penalties of any kind or for punitive exemplary restitutionary or multiplied damages

Injury to Employees

- (3) liability to any Employee for Injury arising out of and in the course of their employment by you

Property in your custody or control

- (4) physical loss of or damage to
 - (a) property belonging to you or in your custody or under your control or that of any Employee (other than property belonging to your visitors directors partners or Employees)
 - (b) that part of any property on which you or any of your Employees or agents are or have been working where the physical loss or damage results from such work

Deliberate acts

- (5) liability caused by or arising from any deliberate act or omission by or on behalf of any person claiming indemnity under this Section and which could reasonably have been expected of such person having regard to the nature and circumstances of such act or omission

Contractual liability

- (6) liability which attaches itself solely by virtue of a contract or agreement but any liability which would have attached in the absence of such contract or agreement is covered under this Section

Advice and professional services

- (7) liability caused by or arising from
 - (a) any advice design or specification given by you or on your behalf for a fee
 - (b) professional services rendered by you or on your behalf

North American risks

- (8) liability caused by or arising from any operations domiciled or registered in the United States of America or Canada or any territory within their jurisdiction

Aircraft hovercraft and watercraft

- (9) liability caused by or arising from the ownership possession or use by you or on your behalf of any aircraft hovercraft or watercraft (other than watercraft eight metres in length or less)

Mechanically propelled vehicles

- (10) liability caused by or arising from the ownership possession or use by or on behalf of you of any mechanically propelled vehicle (or trailer attached to it) if being used in circumstances for which compulsory insurance or security is required under any legislation governing the use of the vehicle

Products

- (11) liability caused by or arising from or in respect of Products

Hazardous locations

- (12) any claim arising in connection with any manual work on or in
- (a) docks harbours or railways
 - (b) watercraft or offshore gas or oil installations
 - (c) chemical or petro chemical works oil or gas refineries or storage facilities
 - (d) aircraft airports or airfields
 - (e) power stations
 - (f) nuclear power stations
 - (g) any installations where nuclear processing is undertaken
 - (h) towers steeples chimney shafts blast furnaces viaducts bridges tunnels flyovers dams motorways quarries mines or collieries

Cyber Liability

- (13) liability arising directly or indirectly out of
- (a) loss of alteration of or damage to
or
 - (b) reduction in the functionality availability or operation of
any computer system or programme hardware data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment as a result of your E-activities
- For the purpose of this Exclusion E-activities means any use of electronic networks including the internet and private networks intranets extranets electronic mail worldwide web and similar medium carried out by you or by any person persons partnership firm or company acting for you or on your behalf

Asbestos

- (14) liability arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause to loss which may have contributed concurrently or in consequence of a loss.

SPECIAL CONDITIONS TO THE PUBLIC LIABILITY SECTION

(1) HEAT CONDITIONS

It is a condition precedent to all liability of the Insurers under this Section that in respect of any use away from the Premises of oxy-acetylene welding equipment or other plant the use of which involves the application of heat the following instructions in writing are given to all your supervisory staff with a specific requirement that the stated information be complied with on each occasion

- (a) the area in which work is to be carried out must be adequately cleared of moveable combustible materials to a distance not less than 20 feet from the work
- (b) if work is to be carried out in an area where combustible materials cannot be moved such combustible materials must be covered and protected by over-lapping sheets or screens of non-combustible material
- (c) if work is to be carried out overhead the area beneath must be similarly cleared and combustible materials removed
- (d) suitable two gallon capacity fire extinguisher must be kept available for immediate use
- (e) blow lamps and blow torches must be lit in as short a time as possible before and extinguished immediately after use
- (f) neither lighted blow lamps nor blow torches may be left unattended
- (g) a thorough examination must be made of the area in which work has been undertaken half an hour after each period of work has finished

IN ADDITION THE INSURERS WILL PROVIDE INDEMNITY UNDER THIS SECTION AS FOLLOWS

Indemnity to Others

- (1) If you so request
 - (a) any of your directors partners or Employees in respect of liability for which you would have been entitled to indemnity under this Section had the claim for which indemnity is being sought been made against you
 - (b) any officer or member of your social sports or welfare organisations or fire first aid or ambulance services while acting in their respective capacities as such
- (2) The legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person
- (3) Any principal in like manner to you where any contract or agreement entered into by you for the performance of work so requires in respect of the principal's liability arising from the performance of work by you

Cross Liabilities

If the Insured comprises more than one party the Insurers will provide indemnity to each in the same manner and to the same extent as if a separate Policy has been issued to each provided that the total amount payable in respect of any one claim or series of claims arising from one source or original cause shall not exceed the Limit of Liability stated in the Schedule applicable to this Section

Compensation for Court Attendance

In the event of the following persons attending court at the request of the Insurers in connection with a claim under this Section the Insurers will compensate you at a rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- (1) by you or any of your directors or partners £250 per day
- (2) by any of your Employees £100 per day

Health and Safety at Work and Corporate Manslaughter Defence Costs

In the event of

- (1) any act omission or incident or alleged act omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or
- (2) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

the Insurers will provide indemnity against Costs and Expenses incurred in representing you in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the Period of Insurance within the United Kingdom and in the course of your Business

Provided that

- (a) the Insurers total liability in respect of Costs and Expenses shall not exceed £1,000,000 in the aggregate during any one Period of Insurance
- (b) the Insurers will only indemnify you where Costs and Expenses arise as a result of any matter which is the subject of indemnity under this Policy
- (c) the Insurers will only be liable for Costs and Expenses incurred in respect of legal representation appointed by them
- (d) if there is any other insurance or indemnity in force covering the same Costs and Expenses the Insurers liability shall be limited to a proportionate amount of the total Costs and Expenses but subject always to the limit of indemnity of £1,000,000
- (e) this indemnity will not apply
 - (i) in respect of fines or penalties of any kind
 - (ii) to proceedings consequent upon any Injury deliberately caused by you
 - (iii) to persons other than you or any of your directors partners proprietors or Employees

Consumer Protection Act 1987 and Food Safety Act 1990 Defence Costs

You and also at your request any of your directors partners or Employees for legal costs and expenses incurred

- (1) in defending any prosecution for breach of duty

- (2) with the Insurers' consent in an appeal against a conviction resulting from prosecution under Part II of the Consumer Protection Act 1987 or Food Safety Act 1990 committed or alleged to have been committed during the Period of Insurance where circumstances may otherwise give rise to a claim under this Section excluding legal costs and expenses in connection with any breach of duty arising from a deliberate or premeditated act event or omission which any person claiming indemnity under this Section knows or should have known would be likely to constitute an offence under the above Act

Defective Premises Act

Liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of the disposal of any premises which were occupied and/or owned by you in connection with your Business

excluding any liability for

- (1) the cost of making good replacement or reinstatement of any defect or workmanship giving rise to such liability
- (2) any physical loss of or damage to such premises

Leased and Rented Premises

Exclusion 4(a) of this Section does not apply to physical loss or damage to premises leased or rented to you in connection with your Business

Wrongful Arrest

Legal liability to pay compensation together with Costs and Expenses following any charge of wrongful arrest or malicious prosecution made against you during the Period of Insurance in respect of any allegation of theft or the improper conduct by any person (other than your Employees) at the Premises

Overseas Personal Liability

You and if you so request

- (1) any of your directors partners or Employees
- (2) your spouse or child or any spouse or child of your director partner or Employee accompanying you or accompanying such director partner or Employee

against liability at law for compensation together with Costs and Expenses for liability incurred in a personal capacity while you or any of your partners or Employees are visiting a country anywhere in the world in connection with your Business

excluding any liability

- (a) arising from any contract or agreement unless liability would have existed otherwise
- (b) arising out of the ownership or occupation of land or buildings
- (c) arising from the carrying on of any trade or profession
- (d) where indemnity is provided by any other insurance
- (e) arising from the ownership possession or use of wild animals firearms (other than sporting guns) mechanically-propelled vehicles aircraft or watercraft

Data Protection Act

Liability arising under Section 22 and/or 23 of the Data Protection Act 1984

Provided that

- (1) you have applied for Registration in the required manner to the Data Protection Registrar and your application has not been withdrawn or refused
- (2) the liability of the Insurers for compensation payable in respect of any one claim or series of claims arising from one source or original cause will not exceed £100,000 in any one Period of Insurance
excluding any liability
 - (a) arising from the recording processing or provision of data for reward or to determine the financial status of any person
 - (b) in relation to any act of defamation
 - (c) in connection with any breach of duty arising from a deliberate or premeditated act event or omission which any person claiming indemnity under this Section knows or should have known would be likely to constitute an offence under the above Act

Contingent Liability for Employee's Vehicles

Exclusion (10) of this Section excludes mechanically propelled vehicles but the Insurers will indemnify you for liability caused by or in connection with any vehicle owned by an Employee which is being used in the course of your Business excluding any liability

- (1) arising when such vehicle is being driven
 - (a) by you
 - (b) with your consent by anyone whom you know 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
- (2) for physical loss of or damage to any such vehicle
- (3) for any use outside the Geographical Limits

Vehicles used as a Tool of Trade

Exclusion (10) of this Section excludes mechanically propelled vehicles but the Insurers will indemnify you for your liability arising out of

- (1) the use in connection with your Business of any mechanically propelled vehicle (or trailer attached to it) as a tool of trade
- (2) the loading or unloading of or bringing of a load to or taking of a load from any vehicle machine or trailer excluding liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle or for which indemnity is available under any other insurance

Sudden and Unintended Pollution

Pollution is excluded by General Exclusion 1(c) of this Policy but this Section provides Pollution cover subject to all other provisions of this Policy for liability in respect of Injury or loss of or damage to property caused solely by Pollution

- (1) which results from a sudden identifiable unintended and unexpected incident and
- (2) such incident occurs entirely at a specific and identified time and place while the Policy remains in force

Provided that

- (a) all Pollution which arises out of any one incident will be deemed to have happened at the time such incident takes place
- (b) the Insurers will not indemnify you against liability in respect of Pollution happening anywhere in the United States of America or Canada
- (c) the total liability of the Insurers for compensation will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section for this additional cover and for any claim otherwise payable under this Section arising from the same source or original cause

Geographical Limits

The Geographical Limits shall extend to include elsewhere in the world for visits made in connection with your Business in a non-manual capacity provided that such persons usually reside within the Geographical Limits

SECTION 10 - PRODUCTS LIABILITY

This Section applies only if stated as INSURED in the Policy Schedule

INSURING CLAUSE

In the event of

- (1) accidental Injury to any person
- (2) accidental loss of or damage to material property
- (3) accidental loss of amenities nuisance trespass or interference with any right of way light air or water

occurring during the Period of Insurance and caused by Products anywhere in the world except as excluded the Insurers will indemnify you against your liability at law for compensation together with Costs and Expenses

BASIS OF PAYMENT

The liability of the Insurers for compensation will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section for any one claim or series of claims arising from one source or original cause and in total during any one Period of Insurance

In addition the Insurers will pay Costs and Expenses

EXCLUSIONS TO THE PRODUCTS LIABILITY SECTION

This Section does not cover

Deductible

- (1) the amount stated in the Schedule applicable to this Section as the Deductible in respect of (2) of the Insuring Clause to this Section only

Fines liquidated damages or penalties

- (2) liability for fines liquidated damages or penalties of any kind or for exemplary punitive restitutionary or multiplied damages

Injury to Employees

- (3) liability to any Employee in respect of Injury arising out of and in the course of their employment by you

Damage to property in your custody or control

- (4) physical loss of or damage to
 - (a) any property belonging to you or in your custody or under your control or that of any Employee (other than property belonging to your visitors directors partners or Employees)
 - (b) that part of any property on which you or any of your directors partners Employees or agents are or have been working where the physical loss or damage results from such work

Deliberate acts

- (5) liability caused by or arising from any deliberate act or omission by or on behalf of any person claiming indemnity under this Section and which could reasonably have been expected of such person having regard to the nature and circumstances of such act or omission

Advice and professional services

- (6) liability caused by or arising from
 - (a) any advice design or specification given by you or on your behalf for a fee
 - (b) professional services rendered by you or on your behalf

North American risks

- (7) liability caused by or arising from any Products known by you to be for use or integrated within any other Products for use in or supply to the United States of America or Canada or any territory within their jurisdiction

Contractual Liability

- (8) Injury or physical loss of or damage to property caused by or arising from Products where liability attaches solely by reason of any contract or agreement other than liability arising under a condition or warranty of goods implied by law

Replacement or repair of defective Products

- (9) liability for the cost of making good repairing altering removing or replacing any defective or incorrect Products or making any refund

Recall of Products

- (10) liability arising out of the recall of any Product or part thereof

Marine and aviation Products

- (11) liability caused by or arising from any Products known by you to be for use in or on any aircraft aerospace device hovercraft or waterborne craft or for marine or aviation purposes

Property in your possession

- (12) liability caused by or arising from property in your possession or belonging to your directors partners or Employees

Cyber Liability

- (13) liability arising directly or indirectly out of
- (c) loss of alteration of or damage to
or
 - (d) reduction in the functionality availability or operation of any computer system or programme hardware data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment as a result of your E-activities
- For the purpose of this Exclusion E-activities means any use of electronic networks including the internet and private networks intranets extranets electronic mail worldwide web and similar medium carried out by you or by any person persons partnership firm or company acting for you or on your behalf

Asbestos

- (14) liability arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause to loss which may have contributed concurrently or in consequence of a loss.

IN ADDITION THE INSURERS WILL PROVIDE INDEMNITY UNDER THIS SECTION AS FOLLOWS

Indemnity to Others

- (1) If you so request
- (a) any of your directors partners or Employees in respect of liability for which you would have been entitled to indemnity under this Section if the claim for which indemnity is being sought had been made against you
 - (b) any officer or member of your social sports and welfare organisations or fire first aid or ambulance services whilst acting in their respective capacities as such
- (2) The legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person
- (3) Any principal in like manner to you where any contract or agreement entered into by you for the performance of work so requires in respect of the principal's liability arising from the performance of work by you

Cross Liabilities

If the Insured comprises more than one party the Insurers will provide indemnity to each in the same manner and to the same extent as if a separate Policy has been issued to each provided that the total amount payable in respect of any one claim or series of claims arising from one source or original cause shall not exceed the Limit of Liability stated in the Schedule applicable to this Section

Compensation for Court Attendance

In the event of the following persons attending court at the request of the Insurers in connection with a claim under this Section the Insurers will compensate you at the rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- | | | |
|-----|---|--------------|
| (1) | by you or any of your directors or partners | £250 per day |
| (2) | by any of your Employees | £100 per day |

Health and Safety at Work and Corporate Manslaughter Defence Costs

In the event of

- (1) any act omission or incident or alleged act omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or
- (2) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

the Insurers will provide indemnity against Costs and Expenses incurred in representing you in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the Period of Insurance within the United Kingdom and in the course of your Business

Provided that

- (a) the Insurers total liability in respect of Costs and Expenses shall not exceed £1,000,000 in the aggregate during any one Period of Insurance
- (b) the Insurers will only indemnify you where Costs and Expenses arise as a result of any matter which is the subject of indemnity under this Policy
- (c) the Insurers will only be liable for Costs and Expenses incurred in respect of legal representation appointed by them
- (d) if there is any other insurance or indemnity in force covering the same Costs and Expenses the Insurers liability shall be limited to a proportionate amount of the total Costs and Expenses but subject always to the limit of indemnity of £1,000,000
- (e) this indemnity will not apply
 - (i) in respect of fines or penalties of any kind
 - (ii) to proceedings consequent upon any Injury deliberately caused by you
 - (iii) to persons other than you or any of your directors partners proprietors or Employees

Consumer Protection Act 1987 and Food Safety Act 1990 Defence Costs

You and also at your request any of your directors partners or Employees for legal costs and expenses incurred

- (1) in defending any prosecution for breach of duty
- (2) with the Insurers' consent in an appeal against a conviction resulting from prosecution under Part II of the Consumer Protection Act 1987 or Food Safety Act 1990 committed or alleged to have been committed during the Period of Insurance where circumstances may otherwise give rise to a claim under this Section excluding legal costs and expenses in connection with any breach of duty arising from a deliberate or premeditated act event or omission which any person claiming indemnity under this Section knows or should have known would be likely to constitute an offence under the above Act

Sudden and Unintended Pollution

Pollution is excluded by General Exclusion (1)(c) of this Policy but this Section provides Pollution cover for liability in respect of Injury or loss of or damage to property caused solely by Pollution

- (1) which results from a sudden identifiable unintended and unexpected incident and
- (2) such incident occurs entirely at a specific and identified time and place while this Policy remains in force

Provided that

- (a) all Pollution which arises out of any one incident will be deemed to have happened at the time such incident takes place
- (b) the Insurers will not indemnify you against liability in respect of Pollution happening anywhere in the United States of America or Canada
- (c) the total liability of the Insurers for compensation will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section for this additional cover and for any claim otherwise payable under this Section arising from the same source or original cause and in total during any one Period of Insurance