



Liability Insurance Policy

Please read this document carefully and keep for future reference

MG Underwriting

Staley House
Hassall Street
Stalybridge
SK15 2LF

Tel: 0161 304 9933

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www.mgunderwriting.com

Introduction

Certification and extent of Policy Coverage

This is to certify that in accordance with the authorisation granted under Contract Number B0799FC006480j to MG Underwriting (a trading style of MG Insurance Consultants Limited) by a panel of insurers led by Certain Underwriters at Lloyd's. (whose identity is stated further under the "Customer Information" section of this policy), hereafter referred to as Insurers, and in consideration of premium specified having been paid, Insurers agree to the extent and in the manner detailed, to indemnify the Insured against loss or Damage sustained or legal liability for accidents happening, which occur during the Period of Insurance and arising from the business, as detailed in the Policy Schedule, after such loss, Damage or liability has been proved.

Provided always that:

- 1) Insurers liability shall not exceed the limits of liability expressed in the attaching Schedule or such other limits of liability as may be substituted by endorsement and agreed by or on their behalf;
- 2) This Policy insures only in respect of the sections specified in the Policy Schedule.
- 3) This Policy is subject to all of the terms 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.

Fair Presentation

1. Before this insurance contract is entered into, you must make a fair presentation of the risk to us, in accordance with Section 3 of the Insurance Act 2015. In summary, you must:
 - a) Disclose to us every material circumstance which you know or ought to know. Failing that, you must give us sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium);
 - b) Make the disclosure in clause (1)(a) above in a reasonably clear and accessible way; and
 - c) Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.
2. For the purposes of clause (1)(a) above, you are expected to know the following:
 - a) If you are an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.
 - b) If you are not an individual, what is known to anybody who is part of your senior management; or anybody who is responsible for arranging your insurance.
 - c) Whether you are an individual or not, what should reasonably have been revealed by a reasonable search of information available to you. The information may be held within your organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If you are insuring subsidiaries, affiliates or other parties, we expect that you will have included them in your enquiries, and that you will inform us if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.

Please read the whole document carefully. It is arranged in different sections. It is important that:

- You are clear which sections You have requested and want to be included;
- You understand what each section covers and does not cover;
- You understand Your own duties under each section and under the insurance as a whole.

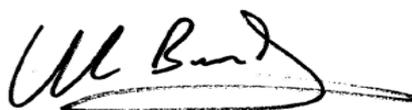
Please contact Your broker immediately if this document is not correct or if You would like to ask any questions.

Important Notice

1. If, prior to entering into this insurance contract, you shall breach the duty of fair presentation, the remedies available to us are set out below.
 - a) If your breach of the duty of fair presentation is deliberate or reckless:
 - i). We may avoid the contract, and refuse to pay all claims; and,
 - ii). We need not return any of the premiums paid.
 - b) If your breach of the duty of fair presentation is not deliberate or reckless, our remedy shall depend upon what we would have done if you had complied with the duty of fair presentation:
 - i). If we would not have entered into the contract at all, we may avoid the contract and refuse all claims, but must return the premiums paid.
 - ii). If we would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if we so require.
 - iii). In addition, if we would have entered into the contract, but would have charged a higher premium, we may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, we shall pay only X% of what we would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.
2. If, prior to entering into a variation to this insurance contract, you shall breach the duty of fair presentation, the remedies available to us are set out below.
 - a) If your breach of the duty of fair presentation is deliberate or reckless:
 - i). We may by notice to you treat the contract as having been terminated from the time when the variation was concluded; and,
 - ii). We need not return any of the premiums paid.
 - b) If your breach of the duty of fair presentation is not deliberate or reckless, our remedy shall depend upon what we would have done if you had complied with the duty of fair presentation:
 - i). If we would not have agreed to the variation at all, we may treat the contract as if the variation was never made, but must in that event return any extra premium paid.
 - ii). If we would have agreed to the variation to the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if we so require.
 - iii). If we would have increased the premium by more than it did or at all, then we may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, we shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.
 - iv). If we would not have reduced the premium as much as it did or at all, then we may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, we shall pay only X% of what we would otherwise have been required to pay, where $X = (\text{premium actually charged/reduced total premium}) \times 100$.

This Policy has been issued and signed on behalf of a panel of insurers led by Certain Underwriters at Lloyd's by

MG Underwriting
Staley House
Hassall Street
Stalybridge
Cheshire
SK15 2LF



Michael Bond
Managing Director

Customer Information

Who are the Insurers?

This policy is underwritten by:

Certain Underwriters at Lloyd's

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

Financial Services Compensation Scheme (FSCS)

Lloyd's insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to **you** under this insurance.

If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk.

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:-

MG Underwriting
Staley House
Hassall Street
Stalybridge
SK15 2LF

If **you** remain dissatisfied **you** can refer **your** complaint to the Complaints Team at Lloyd's. The address for the Complaints Team at Lloyd's is;

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

Telephone: 020 7327 5693
Fax: 020 7327 5225
Email: complaints@lloyds.com
Website: www.lloyds.com/complaints

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

If you remain dissatisfied after Lloyd's has considered your complaint, or, in any event, after a period of eight weeks from making your complaint, you may refer your complaint to the Financial Ombudsman Service (FOS). The contact details for the FOS are:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK)
0300 123 9123 (for mobile users)

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

Website: www.financial-ombudsman.org.uk

Making a complaint does not affect your right to take legal action.

Sanctions

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Your Right to Cancel and Our Right to Cancel

You have the right to cancel the insurance Policy within 14 days of receiving the Policy documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that You will have received the Policy document upon the day following the date it was posted to the Insured by first class post.

If You do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the Schedule, and no liability whatsoever shall attach to the Insurers in respect of the Policy.

If You do not exercise Your right of cancellation within the initial 14 day period, this insurance Policy will automatically come into force from the inception date specified in the Schedule. You will remain liable to pay the full annual premium. Following the expiry of the initial 14 day period, this insurance Policy may be cancelled at any time at Your written request and providing there has not been a claim Insurers will refund a proportionate part of Your premium.

To exercise Your right to cancel, contact the broker who arranged this cover for You.

We can cancel this insurance by giving you thirty (30) days' notice in writing. We will only do this for a valid reason (examples of valid reasons are as follows):

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

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. If it is incorrect, return it immediately to Your insurance adviser 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 retain details of your Employers Liability policy/certificates for at least 40 years.

Operative Clause and Definitions

1. Operative Clause

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

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

2. Definitions

Act of Terrorism

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

Bodily Injury

includes sickness, disability or disease. **Bodily injury** shall also mean mental injury, mental anguish, shock or death if directly resulting from **bodily injury**, sickness, disability or disease.

Business

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 service
4. Private work carried out with Your consent for You or any of Your directors partners or other senior officials of Your Business by any of Your Employees within the Territorial Limits

Costs and Expenses

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

Damage

Physical loss destruction or Damage

Employee

1. Any person under a contract of service or apprenticeship with You
2. A person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed to You
3. A labour master or person supplied by him
4. A person engaged by a labour only sub-contractor
5. A self-employed person working on a labour only basis under Your control or supervision

6. A driver or operator of hired-in plant
7. A trainee or person undergoing work experience
8. A voluntary helper
9. Persons working under the Community Offenders Act 1978 Community Offenders (Scotland) Act 1978 or similar legislation
10. At Your request outworkers or home workers employed under contracts to execute personally any work in connection with the Business
11. Whilst engaged in working for the Insured in connection with the Business

Endorsement

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

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

Excess

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

Insured/You/Your

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

Insurers

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

Period of Insurance

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

Policy

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

Pollution

any substance, solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste materials. Waste materials include, but are not limited to, recycled, reconditioned or reclaimed materials. However, **pollution** shall not include asbestos or radiation or contamination as described.

Premises

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

Product

any property after it has left **your** custody or control which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by **you** or on behalf. Any food or drink supplied by or on **your** behalf primarily to **your employees** as a staff benefit is not a **product**.

Schedule

The most current Schedule issued to You by the Insurers

Territorial Limits

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

4. Limits of Indemnity

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

Provided always that the Limit of Indemnity:

- i. Under Section B in respect of liability arising out of Pollution applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance
- ii. Under Section C applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance.
- iii. In respect of Defence Costs, section 6 (a) (iii). Corporate Manslaughter and Corporate Homicide Act 2007, shall not exceed £1,000,000 in all during the Period of Insurance.

General Extensions to this Policy

1. Indemnity to Others

The indemnity granted extends to:

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

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

2. Cross Liabilities

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

3. Defence Costs

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

Defence Costs include legal expenses:

- a. Incurred by or awarded against the Insured arising out of any prosecution of the Insured:
 - i. For breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect)
 - ii. For any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect)
 - iii. Incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings, in respect of manslaughter or culpable homicide or alleged manslaughter, or culpable homicide including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007
- b. Arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry
- c. Arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy

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

4. Compensation for Court Attendance

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

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

5. Additional Activities

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

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

General Exclusions to This Policy

Exclusions Applicable Only to Sections B & C

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

- 1) Arising out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent Bodily Injury or Damage
- 2) Arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
- 3) Arising out of Pollution of the atmosphere or of any water, land, buildings or other tangible property except for liability in respect of Bodily Injury or Damage to property caused solely by Pollution;
 - a) which results from a sudden identifiable unintended and unexpected incident and
 - b) such incident occurs entirely at a specific and identified time and place while this Policy remains in force
 - c) the Pollution became known to you with 72 hours of its commencement and is notified in accordance with the policy's notification provisions,

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
- 4) Directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 5) Directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with an act of Terrorism. These Sections also exclude legal liability directly or indirectly occasioned by, happening through, in consequence of, arising out of, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.
- 6) Directly or indirectly occasioned by, happening through, arising out of, resulting from or In connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - i) Any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - ii) Any obligation or duty to defend any actions directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens.

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

- 7) Directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
- 8) 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 of loss which may have contributed concurrently or in consequence of a loss.

- 9) Directly or indirectly resulting from, or in consequence of any travel package arrangement.

Exclusions Applicable to all Sections of the Policy

This Policy does not apply to or include legal liability:

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

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

- iii) Of any party to whom Indemnity is granted under Clause 3(d) (or their personal representatives)
 - iv) Assumed by the Insured by agreement which would not have attached in the absence of such agreement
- 2) For any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever
- 3) For the Excess stated in the Schedule in respect of the first amount of each claim arising out of Damage
- 4) Which forms the subject of insurance by any other Policy and this Policy shall not be drawn into contribution with such other insurance.
- 5) Liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, failure or loss of data resulting directly or indirectly from or in connection with:
 - (i) virus or similar mechanism,
 - (ii) denial of service attack,
 - (iii) unauthorised access to or use of computer and electronic equipment,
 - (iv) the failure of any equipment to correctly recognise the date or change of date.

The following definitions are relevant to this exclusion;

Virus or similar mechanism means program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

Denial of service attack means any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non-genuine traffic within, between or amongst networks.

Computer and electronic equipment means all computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

- 6) Any payments raised under the Health and Safety (Fees) Regulations 2012 relating to 'fees for intervention'.
- 7) Any liability caused by or arising out of, or related to HIV; Acquired Immune Deficiency Syndrome Related Complex; Acquired Immune Deficiency Syndrome and any virus, complex or syndrome that is related to the foregoing which results from the manufacture supply of blood or blood products. Blood or blood products include blood preparations, sera, plasma, cellular products and whole blood to the extent that they derived from human blood and are intended for use as a drug.

- 8) Any liability caused by or arising out of nuclear risks in connection with;
- a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or however arising or any consequential loss;
 - b) any legal liability of whatsoever nature;
 - c) ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
 - d) radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component;
 - e) any sum which you become legally liable to pay or any loss or expense, directly or indirectly caused by or contributed to, or arising from or attributable to nuclear hazards.

General Conditions to This Policy

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

Procedure for Notifying Claims

If You need to notify Insurers of a claim or of any circumstances or incident which may cause a claim under any section of this Policy You should contact Your professional intermediary or alternatively Your appropriate Insurer through:

MG Underwriting
Staley House
Hassall Street
Stalybridge
SK15 2LF

Tel: 0161 304 9933

Email: claims@mgunderwriting.com

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

- 1) Notify the Insurers as soon as possible and give full details of the occurrence in writing;
- 2) Forward to the Insurers immediately on receipt and without answering it any letter claim writ summons or process;
- 3) Send to the Insurers at Your own expense the 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) Thirty days of the expiry of the Indemnity Period in the event of a claim under the Business Interruption Section of this Policy
 - iii) Thirty days of Damage by any other cause or Bodily Injury Insured by this Policy
- 4) Take all reasonable steps to diminish or avoid the Damage and to minimise any interruption of or interference with the Business or Bodily Injury
- 5) Not negotiate with nor make any admission of liability nor offer payment or promise to any party without the Insurers' written consent
- 6) 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.
- 7) Seek the attention of a duly qualified medical practitioner in the event of any Accident resulting in Bodily Injury.

Fraud

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

Subrogation

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

The Insurers' Rights

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

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

Other Insurance

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

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

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

Reasonable Precautions

You must

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

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

Payment of Premium

You undertake that the premium will be paid in full to us within 30 days of inception of this policy (or, in respect of instalment premiums, when due).

If the premium due under this policy has not been paid to us by the 30th day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) we shall have the right to cancel this policy by notifying you via your broker in writing. In the event of cancellation, premium is due to us on a pro rata basis for the period that we are on risk but the full policy premium shall be payable to us if there is a loss or a notification of a claim or occurrence prior to the date of termination which later gives rise to a valid claim under this policy.

We will give you not less than 14 days prior notice of cancellation via your broker. If premium due is paid in full to us before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Tax

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

Data Protection Act 1998

Any information that you have provided will be processed by us in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

Contracts (Rights of Third Parties) Act 1999

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

Several Liability

The 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 A – Employers’ Liability

Section A – Indemnity

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

Section A - Exclusions

This Section does not apply to or include legal liability:

- 1) Incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to the Insured by any such insurance or security
- 2) Arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform onto land.
- 3) Arising out 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 a sub-limit of £5,000,000 shall apply.
- 4) 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.
- 5) Arising out of or related to the manufacturing, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale or use asbestos or materials or Products containing asbestos

Section A – Compulsory Insurance Clause

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

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

Section A – Compulsory Insurance Clause

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

Section A – Extensions

Unsatisfied Court Judgements

Where a judgement for damages has been obtained by any Employee or the legal personal representatives of any Employee in respect of Bodily Injury caused to the Employee arising out of and in the course of employment with You in connection with Your Business and such judgement remains unsatisfied in whole or in part 6 months after the date of judgement then at Your request We will pay to the Employee or their legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that

- 1) the judgement for damages has been obtained against any company or individual operating from or

resident in Premises within the Territorial Limits in any court situated in the Territorial Limits

- 2) there is no appeal outstanding
- 3) if any payment is made by Us the Employee or their legal personal representatives shall assign the judgement to Us
- 4) this Subsection is operative at the time that such Bodily Injury is caused and indemnity will only apply in respect of those damages that relate to Bodily Injury caused during the Period of Insurance
- 5) Our liability for damages costs and expenses shall not exceed the amount stated as the Limit of Liability in the Schedule

Work Overseas

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

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

Section B – Public Liability

Section B – Indemnity

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

Section B – Exclusions

This Section does not apply to or include legal liability:

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

Section B – Extensions

Overseas Personal Liability

We will indemnify You or at Your request

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

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

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

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

Work Overseas

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

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

Section C – Products Liability

Section C – Indemnity

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

Section C – Exclusions

This Section does not apply to or include legal liability:

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

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