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**W.R. Berkley Insurance (Europe), Limited**

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**COMBINED LIABILITY INSURANCE**

**IMPORTANT NOTICE TO THE INSURED**

This insurance is a legal contract. Please read it carefully to ensure that it is in accordance with your requirements and that you understand its terms and conditions. The Insurance Broker or other intermediary who arranged this insurance should be contacted immediately if any correction is necessary. Your attention is particularly drawn to the notice that appears overleaf.

Registered Office: 40 Lime Street, London EC3M 7AW  
Registered in England & Wales 4681277

## NOTICE TO THE INSURED

It is always our intention to provide a first class standard of service. However, if you have any cause for complaint or you wish to make any enquiry regarding this insurance you should, in the first instance, contact the Insurance Broker or other intermediary who arranged this insurance for you.

Alternatively you may contact ourselves at the following address:

Compliance Officer  
W.R. Berkley Insurance (Europe), Limited  
2nd Floor  
40 Lime Street  
London  
EC3M 7AW

If you are not satisfied with the way a complaint has been dealt with, you have the right to request that the Financial Ombudsman Service (“FOS”) review your case. Their address is:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Telephone: 0845 080 1800  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

There are, however, some circumstances in which the FOS is not empowered to consider complaints.

If you contact the FOS in respect of any complaints, this will not affect any rights you have in law.

Combined Liability 2013  
(14/05/2013)



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## COMBINED LIABILITY INSURANCE

**POLICY INFORMATION** *(for information purposes [only] and does not form part of the Policy)*

This Policy has been prepared in accordance with your/your broker's instructions. Please read it carefully to ensure that it meets your requirements.

This Policy consists of

- (a) the Insuring Clause, which explains the basis on which the cover is provided;
- (b) the Schedule, which shows who is the Insured, the Business being covered and other Policy particulars such as the Period of Insurance, the Limits of Indemnity and certain amounts for which the Insured may be responsible;
- (c) the General Policy Definitions;
- (d) Sections 1, 2 and 3 of the Policy, which give precise details of the cover being provided;
- (e) the General Policy Extensions, which extend the cover provided within the individual Sections;
- (f) the General Policy Exceptions and General Policy Conditions, which incorporate terms that apply to the whole Policy;
- (g) any Endorsement(s), which might apply to the Policy or individual Sections and which incorporate cover amendments, extensions, limitations and such like.

Immediate notice should be given to the Insurer of any changes which may affect the insurance provided by this Policy.

Alterations in the cover required, after issue of the Policy, will be confirmed by separate Endorsement(s), which you should file with the Policy. You should refer to these Endorsement(s) and the Policy to ascertain precise details of cover currently in force. Your insurance broker will be able to provide any help or information that you might require.

## INSURING CLAUSE

In consideration of the Insured having agreed to pay the premium shown in the Schedule and on the basis of any information provided in connection with the Proposal, the Insurer will indemnify the Insured, on and subject to the terms (including without limitation the Conditions and the Exceptions) of this Policy, against the events set out in the Sections operative (specified herein) and occurring in connection with the Business during the Period of Insurance, or any subsequent period for which the Insurer agrees to accept payment of the Premium.

Each Section of the Policy, the Schedule and any Endorsement(s) and the General Policy Definitions, Conditions, Exceptions and Extensions shall be read as one document.

Any word or expression given a specific meaning in

- a) the Schedule, any Policy Endorsement(s), or the General Policy Definitions, Conditions, Exceptions and Extensions, or this Insuring Clause, shall have the same meaning throughout the Policy;
- b) an individual Section or any Section Endorsement(s) shall have only the same meaning throughout such Section or Section Endorsement(s).

The Proposal made by the Insured is the basis of and forms part of this Policy.

## GENERAL POLICY DEFINITIONS

*(applicable to the whole Policy wherever these words appear starting with a capital letter)*

**Act of Terrorism** means the actual or threatened

- (a) use of force or violence against persons or Property, or
- (b) commission of an act dangerous to human life or Property, or
- (c) commission of an act that interferes with or disrupts an electronic or communication system

undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government power, authority or military force, when any of the following applies

- (d) the reasonably apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy, or
- (e) the reasonably apparent intent or effect is to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments, or
- (f) the reasonably apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture.

**Bodily Injury** shall mean

- (a) death, illness or disease, or
- (b) physical or mental injury, mental anguish or shock

but not defamation, libel, slander, deceit, injurious falsehood, discrimination, harassment or advertising injury.

**Business** shall mean the Insured's business as described in the Schedule and shall include

- (a) the provision and management of catering, social, sports, educational, medical, dental and welfare organisations for the benefit of the Insured's Employees and fire, security, first aid and ambulance services;
- (b) repair or maintenance of vehicles or plant, owned or used by the Insured;
- (c) the ownership, repair, maintenance and decoration of the Insured's premises;
- (d) participation in exhibitions held in member countries of the European Union in connection with the Business specified in the Schedule;

- (e) private work carried out by any Employee of the Insured (with the consent of the Insured) for any director, partner or senior official of the Insured.

**Compensation** shall mean all sums which the Insured shall be legally liable to pay as compensation and claimants costs and expenses, other than fines or penalties, punitive, exemplary or aggravated damages, or any additional damages resulting from the multiplication of compensatory damages.

**Contractual Liability** shall mean liability which attaches by virtue of a contract or agreement, but only to the extent to which it would not have attached in the absence of such contract or agreement.

**Damage** shall mean loss of or damage to.

**Employee** shall mean

- (a) any person under a contract of service or apprenticeship with the Insured;
- (b) any labour master or labour only sub-contractor, or person supplied or employed by them;
- (c) any self-employed person working for and under the control of the Insured;
- (d) any person under a contract of service or apprenticeship with another employer who is hired to or borrowed by the Insured;
- (e) a prospective employee, who is undergoing practical work experience, whilst being assessed by the Insured as to his or her suitability for employment;
- (f) any person engaged under a work experience, government training or similar scheme;
- (g) any person who is an outworker or home worker, employed under a contract to personally carry out work in connection with the Business, while they are engaged in that work;

- (h) any person who is a voluntary helper while working under the supervision and control of the Insured and in connection with the Business.

**Excess** shall mean the total amount payable by the Insured, or any other person entitled to indemnity, in respect of any Damage to Property arising out of any one event, or all events of a series consequent upon, or attributable to one source or original cause, before the Insurer shall be liable to make any payment.

If any payment made by the Insurer shall include the amount for which the Insured or any other person entitled to indemnity is responsible, such amount shall be repaid to the Insurer forthwith.

**Insured** shall mean the person(s) or corporate body (ies) named as such in the Schedule of this Policy.

**Insurer** shall mean W. R. Berkley Insurance (Europe), Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN:223981)

**Limit of Indemnity** shall mean the limit as specified in the Schedule and is the maximum amount payable by the Insurer. With regard to Sections 1 and 2, the Limit of Indemnity shall apply to the total sum of all claims arising out of any one event, or all events of a series consequent upon, or attributable to one source or original cause, irrespective of the number of claims or claimants. With regard to Section 3, the Limit of Indemnity shall apply as an aggregate limit in respect of the total sum of all claims, regardless of the number of events occurring during the Period of Insurance.

**Offshore** shall mean from the time of embarkation by an Employee, onto a conveyance at the point of final departure to an offshore rig or offshore platform, until disembarkation by that Employee from a conveyance onto land, upon return from an offshore rig or offshore platform.

**Period of Insurance** shall mean the period specified in the Schedule, or such other period(s) as may be agreed by the Insurer.

**Pollution or Contamination** shall mean

- (a) the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic or hazardous chemicals, liquids or gases, or waste materials, or other irritants, contaminants or pollutants, into or upon buildings, structures, land, water or the atmosphere, and
- (b) all loss, Damage to Property, or Bodily Injury, directly or indirectly caused by or arising from such pollution or contamination as described in a) above.

**Premium** shall mean the amount payable by the Insured specified as such in the Schedule.

**Principal** shall mean any person, employer, firm, company, ministry or authority for whom the Insured is carrying out a contract or agreement for the performance of work.

**Product Supplied** shall mean any product or item (including containers, packaging or labelling) sold, supplied, erected, repaired, altered, treated, installed, processed, manufactured, tested, serviced, hired out, stored, transported, or delivered by, or through the Insured, in the course of the Business in or from the United Kingdom.

**Property** shall mean material or tangible property.

**Proposal** shall mean any information provided by the Insured in the proposal form, or in connection with this Policy, and any declaration made in connection therewith.

**United Kingdom** shall mean England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

References in this Policy to any

- (a) statute, statutory provision, or European Union Directive, or
- (b) order, regulation, instrument, directive or code having the effect of and authorised by law

shall also apply to any amendment, substitution, replacement or consolidation of such laws, or to any laws promulgated thereunder.

## SECTION 1 – EMPLOYERS LIABILITY

### The Cover

In the event of Bodily Injury sustained by any Employee, which arises out of and in the course of their employment by the Insured within the Business, and occurring during the Period of Insurance

- 1) within the United Kingdom, or
- 2) elsewhere in the world in respect of temporary non-manual visits by any Employee normally resident in the United Kingdom

the Insurer will indemnify the Insured in respect of Compensation arising out of such event.

### Limit of Indemnity

- 1) The liability of the Insurer for Compensation shall not exceed the Limit of Indemnity.
- 2) Notwithstanding anything contained in paragraph 1 above, the Limit of Indemnity shall not exceed GBP 5 million (not as otherwise shown in the Schedule) in the event of an Act of Terrorism.
- 3) Notwithstanding anything contained in paragraph 1 above, the Limit of Indemnity shall not exceed GBP 5 million (not as otherwise shown in the Schedule) in respect of any event directly or indirectly arising, resulting from, in consequence of, or in any way involving asbestos, or any materials containing asbestos, in whatever form or quantity.

Unless otherwise stated herein, or endorsed hereon, any costs and expenses in respect of which an indemnity is provided by General Policy Extension 1 (Defence Costs and Expenses), will be inclusive and not in addition to the Limit of Indemnity.

### Employers Liability Compulsory Insurance

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law, enacted in the United Kingdom, relating to compulsory insurance of liability to Employees. If however, the Insurer pays any sum which would not have been paid but for the provisions

of such law, the Insured shall repay such sum to the Insurer.

### Unsatisfied Court Judgements

In the event that

- a) a judgement for damages is obtained against any company or individual, operating from premises within the United Kingdom, by any Employee in respect of Bodily Injury caused during any Period of Insurance, arising out of and in the course of their employment by the Insured in the Business, and
- b) it remains unsatisfied, in whole or in part, six months after the date of such judgement

the Insurer will indemnify the Employee or their personal representative, up to the Limit of Indemnity, for the amount of damages and awarded costs which remain unsatisfied, as long as

- i) there is no appeal outstanding;
- ii) any payment made by the Insurer shall only be in respect of Bodily Injury which would otherwise be within the scope of cover of this Section of the Policy;
- iii) any payment made by the Insurer shall only be in respect of liability for which the Insured would have been entitled to indemnity under this Section of the Policy, if the judgement had been made against the Insured ; and
- iv) the Insurer shall be entitled to take over and prosecute, for the Insurer's own benefit, any claim against any other party and the Insured, the Employee, or their personal representatives shall give all information and assistance required.

This extension is subject otherwise to the terms (including, without limitation, the Conditions and the Exceptions) of this Policy.

### Section Exceptions

The Insurer shall not provide indemnity against liability

- 1) for Bodily Injury to an Employee in circumstances where compulsory insurance, or security, is required by Road Traffic Act legislation;
- 2) arising Offshore;
- 3) for any amount payable under workman's compensation, social security, or health insurance legislation.

### Section Condition

It is a condition precedent to the Insurers liability that the Insured do not manufacture, mine, process, distribute, transport, test, remediate, remove, store, dispose of, sell or use asbestos, or any materials or Product Supplied containing asbestos.

## SECTION 2 – PUBLIC LIABILITY

### The Cover

In the event of accidental

- 1) Bodily Injury to any person;
- 2) Damage to Property;
- 3) obstruction, trespass, nuisance, or interference with any right of way, air, light or water, or other easement;
- 4) wrongful arrest, wrongful detention, false imprisonment or malicious prosecution

occurring during the Period of Insurance

- a) within the United Kingdom;
- b) elsewhere in the world (other than the United States of America or Canada) arising out of business visits by directors or non manual Employees normally resident in the United Kingdom

and arising from and in the course of the Business, the Insurer will indemnify the Insured in respect of Compensation arising out of such event.

### Limit of Indemnity

The liability of the Insurer for Compensation shall not exceed the Limit of Indemnity.

Unless otherwise stated herein, or endorsed hereon, any costs and expenses in respect of which an indemnity is provided by General Policy Extension 1 (Defence Costs and Expenses) will be payable in addition to the Limit of Indemnity.

### Section Extensions

The following Section Extensions are subject otherwise to the terms (including without limitation the Conditions and the Exceptions) of this Policy.

#### 1) Motor Vehicles

Section Exception 2(c) shall not apply to liability caused by or arising from

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

*Provided that* the Insurer shall not provide indemnity against liability

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

#### 2) Motor Contingent Liability

Notwithstanding Section Exception 2(c), the Insurer will, within the terms of this Section, indemnify the Insured, and no other for the purpose of this Section Extension, in respect of liability for Bodily Injury, or Damage to Property, caused by or arising from any

motor vehicle or trailer attached thereto (not belonging to or provided by the Insured) whilst being used in the course of the Business.

*Provided that* the Insurer shall not provide indemnity against liability

- (a) in respect of Damage to any such vehicle, or trailer, or Property conveyed therein or thereon;
- (b) for which indemnity is provided by any other insurance;
- (c) caused or arising whilst such vehicle or trailer is
  - (i) engaged in racing, pace-making, reliability trials, or speed testing, or
  - (ii) being driven by the Insured, or
  - (iii) being driven with the general consent of the Insured or his representative, by any person who, to the knowledge of the Insured or other such representative, does not hold a licence to drive such vehicle, unless such person has held and is not disqualified from holding or obtaining such a licence, or
  - (iv) being used elsewhere than in the United Kingdom.

### 3) Movement of Obstructing Vehicles

Section Exception 2 (c) shall not apply to liability caused by or arising from any vehicle (not owned or hired by or lent to the Insured) being driven by the Insured, or by any Employee with the Insured's permission, whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians.

*Provided that*

- (a) movements are limited to vehicles parked on or obstructing the Insured's premises, or any site at which the Insured is working ;

- (b) the vehicle causing obstruction will not be driven by any person, unless such person is competent to drive the vehicle;
- (c) the vehicle causing obstruction is driven by use of the owner's ignition key;
- (d) the Insurer shall not provide indemnity against liability
  - (i) in respect of Damage to such vehicle;
  - (ii) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.

### 4) Defective Premises Act

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

*Provided that* the Insurer shall not provide indemnity against liability

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

### 5) Leased or Rented Premises

Section Exception 4(b) shall not apply to liability for Damage to premises (including their fixtures and fittings) leased or rented to the Insured.

*Provided that* the Insurer shall not provide indemnity against

- (a) Contractual Liability;
- (b) the first GBP500 of each and every occurrence of Damage to Property caused other than by fire or explosion.



## 6) Buildings Temporarily Occupied

Section Exception 4(b) shall not apply to liability for Damage to buildings (including contents therein), which are not owned leased or rented by the Insured, but are temporarily occupied by the Insured for the purpose of maintenance, alteration, extension, installation or repair.

## 7) Overseas Personal Liability

The Insurer will, within the terms of this Section, indemnify

- (a) the Insured;
- (b) at the request of the Insured
  - (i) any director, partner, or Employee of the Insured, or
  - (ii) any spouse or child of the persons stated in (a), or (b)(i) above, who are accompanying such persons

in respect of liability incurred by such persons in a personal capacity, in connection with an event occurring in a country outside of the United Kingdom, whilst on a temporary visit to such country in connection with the Business.

*Provided that*

- 1) any person entitled to indemnity under this Section Extension shall, as though they were the Insured, be subject to the terms (including without limitation the Conditions and the Exceptions) of this Policy insofar as they can apply;
- 2) nothing in this Section Extension shall increase the liability of the Insurer to pay any amount exceeding the Limit of Indemnity, regardless of the number of person claiming to be indemnified;
- 3) the Insurer shall not provide indemnity against
  - (a) any Contractual Liability, or

- (b) liability for which indemnity is provided by any other insurance, or
- (c) liability in respect of Damage to Property belonging to, or in the custody or under the control of any person entitled to indemnity under this Section Extension, or
- (d) liability in respect of Bodily Injury to any person entitled to indemnity under this Section Extension, or
- (e) liability caused by or arising from
  - (i) the ownership or occupation of land or buildings, or
  - (ii) the carrying on of any business, profession, trade or employment, or
  - (iii) the ownership, possession, or use of animals, other than horses or domestic dogs or cats.

## 8) Data Protection Act

The indemnity provided by this Section Extension shall extend to apply in respect of Compensation for damages arising out of any claim under Section 13 of the Data Protection Act 1998, not otherwise insured hereunder.

*Provided that*

- (a) the liability of the Insurer under this Section Extension, for Compensation ,costs and expenses, shall not exceed the amount stated as the Limit of Indemnity in the Schedule;
- (b) the Insured has registered in accordance with the terms of the said Act, or has applied for such registration which has not been refused or withdrawn;
- (c) the Insurer shall not provide indemnity against

- (i) liability caused by or arising from a deliberate act or omission of any person entitled to indemnity under this Section Extension, if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
  - (ii) the costs of replacing, reinstating, rectifying, or erasing any personal data;
  - (iii) against liability caused by or arising from any incident or circumstances, known to the Insured at inception of this Policy, which may give rise to a claim;
  - (iv) against liability caused by or arising from the recording, processing, or provision of data for reward, or for the determining of the financial status of a person;
  - (v) against Contractual Liability;
  - (vi) against liability in respect of Bodily Injury or Damage to Property.
- (c) mechanically propelled vehicle
    - (i) for which compulsory insurance, or security, is required under any legislation governing the use of the vehicle, or
    - (ii) where indemnity is provided by any other insurance;
- 3) caused by or arising from any Product Supplied, after it has ceased to be in the custody or under the control of the Insured, or any Employee, other than food or drink for consumption on the Insured's premises;
  - 4) in respect of Damage to Property
    - (a) belonging to the Insured, or
    - (b) in the custody or under the control of the Insured, or any Employee, other than personal effects (including vehicles and their contents) of any visitor, director, partner, or Employee of the Insured, or
    - (c) being that part of any Property on which the Insured, or any Employee or agent of the Insured, is or has been working, where the Damage arises out of such work;
  - 5) for the Excess specified in the Schedule, other than in respect of Damage to premises (including their fixtures and fittings) leased or rented to the Insured.

### Section Exceptions

The Insurer shall not provide indemnity against liability

- 1) in respect of Bodily Injury to any Employee, arising out of and in the course of employment by the Insured in the Business;
- 2) caused by or arising from the ownership, possession or operation by, or on behalf of the Insured, of any
  - (a) airlines, aircraft, aerodromes, airports, or other aviation risks, spacecraft, launch sites or other space risks, or
  - (b) hovercraft or watercraft, other than hand propelled watercraft or other watercraft not exceeding 8 metres in length, or

### SECTION 3 – PRODUCTS LIABILITY

#### The Cover

In the event of accidental

- 1) Bodily Injury to any person;
- 2) Damage to Property

occurring during the Period of Insurance anywhere in the world and caused by any Product Supplied, the Insurer will indemnify the Insured in respect of Compensation arising out of such event.

### **Limit of Liability**

The liability of the Insurer for Compensation shall not exceed the Limit of Indemnity.

Unless otherwise stated herein, or endorsed hereon, any costs and expenses in respect of which an indemnity is provided by General Policy Extension 1 (Defence Costs and Expenses) will be payable in addition to the Limit of Indemnity.

### **Consumer Protection Act**

The Insurer will provide indemnity to the Insured and, at the request of the Insured, any director, partner, or Employee of the Insured, in respect of legal costs and expenses, incurred with the Insurer's written consent, in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987, including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith.

*Provided that*

- (a) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business;
- (b) the Insurer shall not provide indemnity in respect of
  - (i) fines or penalties of any kind, or
  - (ii) any circumstances for which indemnity is provided by any other insurance, or
  - (iii) proceedings consequent upon a deliberate act or omission of any person entitled to indemnity under this Section Extension, if the result thereof could reasonably have been expected, having regard to the nature and circumstances of such act or omission, or
  - (iv) proceedings arising out of any activity or risk excluded from this Policy;
- (c) the director, partner or Employee shall, as though they were the Insured, be subject to the terms (including without limitation the Conditions and the Exceptions) of this Policy insofar as they can apply.

This extension is subject otherwise to the terms (including, without limitation, the Conditions and the Exceptions) of this Policy.

### **Section Exceptions**

The Insurer shall not provide indemnity against liability

- 1) in respect of Damage to, or the costs or expenses of recalling, repairing, replacing, altering, removing, rectifying, reinstating, or making any refund in respect of any Product Supplied caused by or arising from
  - (a) a defect in, or the harmful nature or the unsuitability of such Product Supplied, or
  - (b) an error or fault in connection with the sale, supply or presentation of such Product Supplied;
- 2) caused by or arising from any Product Supplied whilst in the custody or under the control of the Insured, or any Employee;
- 3) caused by or arising from any Product Supplied which, to the knowledge of the Insured, is for
  - (a) use in or on any aircraft, or aero spatial device, or
  - (b) aviation or aero spatial purposes, or
  - (c) use in the safety or navigation of marine craft of any sort;
- 4) caused by or arising from any action brought against the Insured, in any country not being a member of the European Union, where the Insured has a branch, or a parent or subsidiary company, or is represented by a person or company holding the Insured's power of attorney;
- 5) caused by or arising from any Product Supplied which, to the knowledge of the Insured, is for use in or supply to the United States of America or Canada;
- 6) for the Excess specified in the Schedule.

## **GENERAL POLICY EXTENSIONS**

*(applicable to the whole Policy except where indicated)*

These General Policy Extensions are subject otherwise to the terms (including without limitation the Conditions and the Exceptions) of this Policy.

### **1) Defence Costs and Expenses**

The Insurer will provide indemnity in respect of all

- (a) costs incurred, with the Insurer's written consent, in respect of legal representation at any
  - (i) coroner's inquest, or other inquiry in respect of any death;
  - (ii) proceedings in any court, in respect of any act or omission causing, or relating to, any occurrence;
- (b) other costs and expenses, incurred with the Insurer's written consent, in relation to any matter

which may be the subject of indemnity under any applicable Section of this Policy.

### **2) Legal expenses arising from Health and Safety legislation**

In the event of

- i) any act or omission, or alleged act or omission, 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;
- ii) an incident which results in an enquiry ordered under the Health and Safety inquiries (Procedure) Regulations 1975

the Insurer will provide indemnity, up to an amount not exceeding £5M, against legal fees and expenses incurred in representing the Insured in such proceedings, including an appeal against the result of such

proceedings, as long as the proceedings relate to an act, omission, 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 the Business.

### **3) Costs of Court Attendance**

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

- (a) any director or partner of the Insured – GBP 250;
- (b) any Employee – GBP 100.

### **4) Indemnity to Other Persons**

The Insurer will also indemnify, as if a separate Policy had been issued to each

- (a) the legal personal representatives of the Insured, or of any other person entitled to indemnity under this Policy, but only in respect of liability incurred by the Insured or by such other person;
- (b) under Sections 1 & 2 any Principal, but only to the extent required by the contract or agreement for work;
- (c) any owner of plant hired to the Insured, but only to the extent required by the conditions of the contract or agreement of hire;
- (d) at the request of the Insured
  - (i) any officer or member of the Insured's catering, social, sports, educational, medical, dental and welfare organisations, and fire, security, first aid and ambulance services, in their respective capacity as such, but not any medical or dental practitioner in respect of medical or dental services provided;

- (ii) any director, partner or Employee of the Insured, while acting in connection with the Business, in respect of liability for which the Insured would be entitled to indemnity under this Policy if the claim for which indemnity is being sought had been made against the Insured.

*Provided that*

- 1) any persons specified above shall, as though they were the Insured, be subject to the terms (including without limitation the Conditions and the Exceptions) of this Policy insofar as they can apply;
- 2) nothing in this General Policy Extension shall increase the liability of the Insurer to pay any amount exceeding the Limit of Indemnity of the operative Section(s), regardless of the number of persons claiming to be indemnified.

#### **5) Cross Liabilities**

If the Insured comprises more than one party, the Insurer will, under Sections 2 & 3, provide indemnity to each such Insured in the same manner and to the same extent as if a separate Policy had been issued to each of them.

*Provided that* nothing in this General Policy Extension shall increase the liability of the Insurer to pay any amount exceeding the Limit of Indemnity of the operative Section(s), regardless of the number of persons claiming to be indemnified.

### **GENERAL POLICY EXCEPTIONS**

*(applicable to the whole Policy except where indicated)*

#### **1. Radioactive Contamination**

The Insurer shall not provide indemnity against any legal liability of whatsoever nature, directly or indirectly caused by, or contributed to by, or arising from

- (a) ionising radiations, or contamination by radioactivity, from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly, or nuclear component thereof.

#### **2. War and Similar Risks**

The Insurer shall not provide indemnity in respect of any liability of whatsoever nature, directly or indirectly caused or occasioned by, or happening through, or in consequence of

(a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power, or confiscation, nationalisation, requisition, or destruction of or Damage to Property by, or under the order of any government or public authority (*applicable to all Sections*);

(b) Act of Terrorism (*not applicable to Section 1 - Employers Liability*)

or any action taken in controlling, preventing, suppressing or in any way relating to any of the above.

#### **3. Contractual Liability**

*(not applicable to Section 1 – Employers Liability)*

The Insurer shall not provide indemnity

- (a) under Section 2 against Contractual Liability unless the sole conduct and control of claims is vested in the Insurer, but the Insurer shall not in any event provide indemnity in respect of liquidated damages or liability under any penalty clause;
- (b) under Section 3 against Contractual Liability, other than liability arising out of a condition or warranty of goods implied or imposed by statute.

#### **4. Pollution or Contamination**

*(not applicable to Section 1 – Employers Liability )*

The Insurer shall not indemnify the Insured under Sections 2 or 3

- (a) for liability arising from Pollution or Contamination;
- (b) for the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances

unless arising from Pollution or Contamination which is caused by a sudden, identifiable, unintended and unexpected incident, which takes place in its entirety at a specific time and place during the Period of Insurance and *provided that*

- (a) all Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place;
- (b) the liability of the Insurer, for all Compensation under Sections 2 and 3, payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance, shall not exceed, in the aggregate, the Limit of Indemnity for Section 2 (or Section 3 if Section 2 is not operative).

#### **5. Advice for a Fee**

*(not applicable to Section 1 – Employers Liability )*

The Insurer shall not indemnify the Insured under Section 2 or 3 in respect of liability caused by or arising from advice, design or specification provided, or professional services rendered, by or on behalf of the Insured for a fee.

#### **6. Total Asbestos Exclusion**

*(not applicable to Section 1 – Employers Liability )*

The Insurer shall not indemnify the Insured in respect of liability directly or indirectly arising out of, resulting from, in consequence of, or in any way involving

asbestos, or any materials containing asbestos, in whatever form or quantity.

#### **7. Cyber Liability Exclusion**

*(not applicable to Section 1 – Employers Liability )*

The Insurer shall not indemnify the Insured in respect of liability directly or indirectly arising out of

- (a) an alteration of, or Damage to, or
- (b) a reduction in functionality, availability or operation of

a 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 the Insured's "e-activities".

For the purpose of this exclusion, "e-activities" means any use of or Business undertaken by the Insured, or by any person, persons, partnership, firm or company acting for, or on behalf of the Insured, in connection with electronic networks, including the internet and private networks, intranets, extra-nets, electronic mail, worldwide web and similar medium.

#### **8. Jurisdiction**

The Insurer shall not indemnify the Insured in respect of any claim brought against the Insured within the jurisdiction of the United States of America or Canada, or in any country or territory which operates under the laws of the United States of America or Canada, or in respect of any order made anywhere in the World to enforce a judgment, award or settlement in respect of any such claim.

## 9. Sanctions

The Insurer shall not indemnify the Insured in respect of any liability to the extent that doing so would expose the Insurer to breaching or suffering a sanction, prohibition or restriction under any United Nations resolution, or under any trade or economic sanction, law or regulation of the United Kingdom, the European Union or the United States of America.

### GENERAL POLICY CONDITIONS

*(applicable to the whole Policy except where indicated)*

#### 1. Material Change

Any material change in the Business, or any other act or omission on the part of the Insured, which materially increases the exposure of risk of the Insurer under this Policy, shall result in the Policy being cancelled *ab initio* unless such change, act or omission has been agreed by the Insurer in writing.

#### 2. Premium Adjustment

Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and, within 90 days of the expiry of the Period of Insurance, declare such particulars as the Insurer may require. The premium shall then be adjusted and any difference paid by or allowed to the Insured as the case may be, subject to any minimum premium that may apply. Where such estimates include remuneration to Employees, the required declaration shall also include remuneration to all persons defined as employees by this Policy. Failure to declare such particulars to the Insurer shall entitle the Insurer to estimate, if they so wish, such particulars and to assess further premium payment due calculated on such estimated particulars.

#### 3. Reasonable Care

The Insured shall take all reasonable care

- (a) to prevent any event which may give rise to a claim under this Policy;

- (b) to maintain the premises, plant and everything used in the Business in proper repair;

- (c) in the selection and supervision of Employees;

- (d) to comply with all statutory and other obligations, and regulations imposed by any authority;

- (e) to make good, or remedy, any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

#### 4. Claims (Notice in Writing from the Insured)

The Insured, or their legal personal representatives, shall give notice in writing to the Insurer, as soon as possible, after any event which may give rise to liability under this Policy, with full particulars of such event. Every claim, notice, letter or writ, or process, or other document served on the Insured, shall be forwarded to the Insurer immediately on receipt. Notice in writing shall also be given immediately to the Insurer, by the Insured, of any impending prosecution, inquest or fatal inquiry in connection with any such event.

#### 5. Claims (Conduct and Control)

No admission, offer, promise, payment or indemnity shall be made or given, by or on behalf of the Insured, without the written consent of the Insurer.

The Insurer shall be entitled, if it so desires, to take over and conduct, in the name of the Insured, the defence or the settlement of any claim and to prosecute, in the name of the Insured, for its own benefit, any claim for indemnity, or damages, or otherwise against all other parties or persons. The Insurer shall have full discretion in the conduct of any proceedings and in the settlement of any claim against the Insured, and the Insured shall give all such information and assistance as the Insurer may require.

## 6. Claims (Contribution)

If, at the time of any event to which this Policy applies, there is, or but for the existence of this Policy there would be, any other insurance covering the same liability, the Insurer shall not be liable under this Policy, except in respect of any excess beyond the amount which would be payable under such other insurance, had this Policy not been effected.

## 7. Claims (Discharge of Liability)

The Insurer may at any time at its sole discretion

- a) under Section 1, pay to the Insured the Limit of Indemnity (less any sum or sums already paid in respect or in lieu of Compensation and less other costs and expenses already paid or incurred prior to such payment ) or any lesser sum for which the claim, or claims against the Insured can be settled and the Insurer shall not be under any further liability in respect of such claim or claims;
- b) under Sections 2 & 3, pay to the Insured the Limit of Indemnity (less any sum or sums already paid in respect or in lieu of Compensation ) or any lesser sum for which the claim, or claims against the Insured can be settled and the Insurer shall not be under any further liability in respect of such claim or claims, except for other costs and expenses for which the Insurer may be responsible incurred prior to such payment.

However, in the event of a claim, or series of claims, resulting in the liability of the Insured to pay a sum in excess of the Limit of Indemnity, the Insurer's liability, under Sections 2 & 3, for costs and expenses under General Policy Extension 1 (Defence Costs and Expenses), shall not exceed an amount being in the same proportion as the Insurer's payment to the Insured for Compensation bears to the total payment made by or on behalf of the Insured in settlement of the claim or claims.

## 8. Disputes

Any dispute concerning the interpretation of the terms of this Policy shall be resolved in accordance with the law and jurisdiction of the territory in which this Policy is issued.

## 9. Conditions Precedent to Liability

The following conditions are precedent to liability under this Policy and if they are breached no cover will be provided

- (a) the Insured must observe and fulfil the terms of this Policy insofar as they relate to anything to be done or complied with by the Insured;
- (b) the Insured must pay to the Insurer all Premiums due to the Insurer, together with all taxes (including Insurance Premium Tax) due on the Premiums
- (c) all statements, answers and information supplied to the Insurer, by or on behalf of the Insured in connection with this Policy, must be truthful and complete

## 10. Cancellation

The Insurer may cancel this Policy, or any part thereof, by giving 30 days notice by recorded delivery letter to the last known address of the Insured and in such case the Insured shall be entitled to the return of a proportionate part of the Premium in respect of the unexpired Period of Insurance (or if the Premium has been based wholly or partly upon estimates, the Premium shall be adjusted in accordance with General Policy Condition 2) except that if a claim or incident has been notified in the current Period of Insurance no refund of Premium shall be made.