

FARADAY

**Liability Insurance
Policy**



CUSTOMER SERVICE INFORMATION

The Company

Faraday Reinsurance Co. Limited is a limited company registered in England under company number 01733074. The registered office of Faraday Reinsurance Co. Limited is:

Faraday Reinsurance Co. Limited
Corn Exchange
55 Mark Lane
London EC3R 7NE

Faraday Reinsurance Co. Limited is authorised and regulated by the Prudential Regulation Authority ('PRA') and the Financial Conduct Authority ('FCA') as an insurer with registered number 202675 and may be found on the Financial Services Register at <http://www.fsa.gov.uk/register/home.do>.

Premier Commercial Limited

Your Policy has been arranged through Premier Commercial Limited. Premier Commercial Limited is a limited company registered in Scotland under company number SC160330. The registered office of Premier Commercial Limited is:

1a Lansdowne Crescent, Edinburgh EH12 5EQ

Premier Commercial Limited is authorised and regulated by the FCA as an insurance intermediary with registered number 303287 and may be found on the Financial Services Register at <http://www.fsa.gov.uk/register/home.do>.

CLAIMS

If you need to report a claim or an incident that may result in a claim please contact your insurance broker in the first instance or Premier Commercial Limited on 0845 111 0125

COMPLAINTS

Faraday Reinsurance Co. Limited (referred to as “We”, “Our” and “Us”) aims to give its policyholders a high level of service at all times. If there are occasions when we do not meet your standards please contact us at our registered address shown above.

We will handle your complaint as follows:

We will acknowledge your complaint as soon as We receive it and advise you of the name and title of the person who is handling your complaint.

We will deal with your complaint as quickly as possible and provide you with a formal response within eight weeks of receipt of the complaint. If compensation or redress is appropriate We will provide details with our response. If We feel your complaint is not justified full reasons for Our decision will be provided to you.

If you remain dissatisfied you have the option of contacting the Financial Ombudsman Service. Their address is:

South Quay Plaza
183 Marsh Wall
London E14 9SR
Tel: 0800 023 4567

Our response to your complaint will always provide you with a copy of the Financial Ombudsman Service explanatory leaflet.

IMPORTANT NOTE

Where Premier Commercial Limited deals with you through a retail agent in respect of any claims referred by you to the Premier Commercial Limited, Premier Commercial Limited acts as agent for Faraday Reinsurance Co. Limited and not for you.

GOVERNING LAW

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

DATA PROTECTION

The defined terms used in this section shall have the meaning given to those terms in the Data Protection Act 1998 (as may be amended from time to time).

In the course of providing insurance services to the **INSURED**, the **COMPANY** may have access to Personal Data. The **INSURED** warrants that it shall have obtained all necessary authorisations and approvals from Data Subjects prior to disclosing any Personal Data to the **COMPANY** (whether such disclosure is made directly by the **INSURED** to the **COMPANY** or indirectly by the **INSURED** to any agent acting on behalf of the **INSURED** or the **COMPANY**). The **COMPANY** shall be the Data Controller of any Personal Data provided to it.

The **COMPANY** undertakes that it shall only use any Personal Data provided to it for the purposes of performing its services in connection with its contract of insurance with the **INSURED**. This will include the processes of underwriting, administration and claims assessment as well as any necessary services ancillary thereto.

The **COMPANY** will hold all Personal Data provided to it securely and shall limit access to such Personal Data to those who have a need to see it. The **INSURED** hereby consents to the **COMPANY** sharing any Personal Data provided to it with its group companies, agents, reinsurers, claims handlers, loss adjusters, medical professionals and other professional advisors, healthcare management companies and any other necessary service providers with whom the **COMPANY** contracts in connection with the contract of insurance between the **INSURED** and the **COMPANY**

The **INSURED** acknowledges that the **COMPANY** may be required as a matter of law or regulation to disclose Personal Data provided to it to a Court of law or regulatory body such as the PRA or the FCA or any other public body or authority of competent jurisdiction and the insured hereby consents to any such disclosure.

The **INSURED** acknowledges that the insurance industry maintains certain registers for the purposes of fraud prevention and hereby consents to the **COMPANY** sharing Personal Data provided to it with fraud prevention agencies and other insurance companies for the purposes of fraud prevention and to validate your claims history.

INTRODUCTION

The **INSURED** has applied for this Insurance by completing a proposal form or a statement of fact and declaration which is the basis of this contract and is deemed to be incorporated herein and in consideration will pay the premium and any taxes due

The **COMPANY** has relied upon the details contained in the proposal form or statement of fact to decide whether to accept this Insurance and determining the terms of such acceptance The **INSURED** must ensure that all the statements in the proposal form or statement of fact are accurate and that the **INSURED** has not withheld any material facts otherwise this Insurance may be avoided

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

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

A handwritten signature in black ink, appearing to read 'Paul Ceurvorst', written in a cursive style.

Signed for and on behalf of the **COMPANY**

Paul Ceurvorst
Chief Executive Officer
Faraday Reinsurance Co. Limited
5th Floor
Corn Exchange
55 Mark Lane
London EC3R 7NE

THE INSURANCE

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

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

GENERAL DEFINITIONS

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

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

7. **INSURED** shall mean
- the person or persons or corporate body named in the Schedule and includes
- (a) any subsidiary company which is named in the Policy Schedule operating in or from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man
 - (b) at the written request of the **INSURED**
 - (i) any director or **EMPLOYEE** of the **INSURED** while acting on behalf of or in the course of his employment or engagement by the **INSURED** in respect of liability for which the **INSURED** would have been entitled to indemnity under this Insurance if the claim against any such person had been made against the **INSURED**
 - (ii) any officer member or **EMPLOYEE** of the **INSURED's** social sports or welfare organisation or fire first aid or ambulance service in his respective capacity as such
 - (iii) any director partner or senior official of the **INSURED** in respect of private work carried out by any **EMPLOYEE** of the **INSURED** for any such person with the consent of the **INSURED**
 - (c) in the event of the death of the **INSURED** the personal representatives of the **INSURED** in respect of liability incurred by the **INSURED** provided that such person shall as though he were the **INSURED** observe fulfil and be subject to the terms exceptions conditions and endorsements of this Insurance as far as they can apply
8. **OFFSHORE** shall mean from the moment in time that an **EMPLOYEE** shall embark onto any conveyance at the point of final departure on land to any offshore installation until the moment in time that an **EMPLOYEE** shall disembark from any conveyance onto land upon their return from any offshore installation
9. **PROPERTY** shall mean material property
10. **TERRORISM** shall mean any act whether involving violence or the use of force or not or the threat or the preparation thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to or does intimidate or influence a de jure or de facto government or governmental organisation or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political social religious ideological or similar causes and objectives

SECTION 1 - EMPLOYERS' LIABILITY

SCOPE OF COVER

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

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

RIGHTS OF RECOVERY

The indemnity granted by Section 1 of this Insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **EMPLOYEE**'s in Great Britain Northern Ireland the Channel Islands Isle or the Man but the **INSURED** shall repay to the **COMPANY** all sums paid by the **COMPANY** which the **COMPANY** would not have been liable to pay but for the provisions of such law

SECTION EXCEPTIONS

These apply in addition to the General Exceptions

The **COMPANY** shall not indemnify the **INSURED** under this Section against liability

- (a) for **INJURY** sustained by any **EMPLOYEE** of the **INSURED**
 - (i) in respect of which compulsory insurance or security is required to be arranged by the **INSURED** under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order
 - (ii) whilst **OFFSHORE**

If the **COMPANY** is required by compulsory insurance regulations to make a payment in respect of **INJURY** occurring **OFFSHORE** then the Limit of Indemnity of £5,000,000 any one occurrence shall apply
- (b) of whatsoever nature directly or indirectly caused by or contributed to by or arising from the manufacture production storage or handling of asbestos or materials containing asbestos

SECTION 1 EXTENSIONS

These apply in addition to the General Extensions

1. UNSATISFIED COURT JUDGEMENTS

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

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

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

Provided that

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

LIMIT OF INDEMNITY

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

SECTION 2 - PUBLIC LIABILITY

SCOPE OF COVER

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

occurring anywhere within the Geographical Limits during the Period of Insurance

SECTION EXCEPTIONS

These apply in addition to the General Exceptions

The **COMPANY** shall not indemnify the **INSURED** under this Section against liability

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

SECTION 2 EXTENSIONS

These apply in addition to the General Extensions

1. MOTOR VEHICLES TOOL OF TRADE RISK

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

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

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

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

2. MOTOR CONTINGENT LIABILITY

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

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

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

3. MOVEMENT OF OBSTRUCTING VEHICLES

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

Provided that

- a) movements are limited to vehicles parked on or obstructing the **INSURED**'s premises or any site at which the **INSURED** is working
- b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle
- c) the vehicle causing obstruction is driven by use of the owner's ignition key
- d) the **COMPANY** 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 **COMPANY** shall not provide indemnity against liability

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

5. LEASED OR RENTED PREMISES

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

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

6. OVERSEAS PERSONAL LIABILITY

The **COMPANY** will within the terms of this Section indemnify

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

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

Provided that

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

7. DATA PROTECTION ACT

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

Provided that

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

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

GEOGRAPHICAL LIMITS

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

LIMIT OF INDEMNITY

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

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

SECTION 3 - PRODUCTS LIABILITY

SCOPE OF COVER

- A. Accidental **INJURY** to any person
- B. Accidental loss of or damage to **PROPERTY**

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

SECTION EXCEPTIONS

These apply in addition to the General Exceptions

The **COMPANY** shall not indemnify the **INSURED** under this Section against liability

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

SECTION 3 EXTENSIONS

These apply in addition to the General Extensions

1. CONSUMER PROTECTION ACT AND FOOD SAFETY ACT

The **COMPANY** 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 **COMPANY**'s written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 and Sections 7 and 8 of the Food Safety Act 1990 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith

Provided that

- a) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the **BUSINESS**
- b) the **COMPANY** shall not provide indemnity in respect of
 - i) fines or penalties of any kind
 - ii) any proceedings arising from circumstances for which indemnity is provided by any other insurance
 - iii) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - iv) proceedings which arise out of any activity or risk excluded from this Policy
- c) the director partner or **EMPLOYEE** shall as though they were the **INSURED** be subject to the terms Exceptions and Conditions of this policy insofar as they can apply.

LIMIT OF INDEMNITY

The maximum liability of the **COMPANY** payable under this Section in respect of damages shall not exceed the Limit of Indemnity stated in the Schedule in any one Period of Insurance

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

GENERAL EXTENSIONS

1. INDEMNITY TO PRINCIPAL

The **COMPANY** will subject otherwise to the terms exceptions conditions and endorsements of this Insurance

indemnify any principal under Sections 1 and 2 against liability in respect of **INJURY** or loss of or damage to **PROPERTY** to the extent that any contract or agreement entered into by the **INSURED** with any principal so requires

Provided that

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

2. CROSS LIABILITIES

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

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

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

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

ii) the Corporate Manslaughter and Corporate Homicide Act 2007

Provided that

- a) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the **BUSINESS** and in connection with a claim in respect of which the **INSURED** is entitled to indemnity under this Policy
- b) the **COMPANY** shall not provide indemnity in respect of
 - i) fines or penalties of any kind remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution
 - ii) any circumstances for which indemnity is provided by any other insurance

- iii) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - iv) proceedings which arise out of any activity or risk excluded from this Policy
- c) The liability of the **COMPANY** in respect of all such legal costs and expenses shall not exceed the sum of £1,000,000 in respect of each and every occurrence of proceedings whether relating to one or more alleged offences

4. COURT ATTENDANCE COSTS

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

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

GENERAL EXCEPTIONS

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

The **COMPANY** shall not indemnify the **INSURED** in respect of

1. any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or part) unless the **INSURED** has requested that there shall be no such limitation and has accepted the terms offered by the **COMPANY** in granting such cover which offer and acceptance must be signified by specific endorsement to the Insurance
2. any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

but as far as concerns **INJURY** to any **EMPLOYEE** which arises out of and in the course of his employment or engagement by the **INSURED** this exception shall apply only in respect of

- (i) liability of any principal
- (ii) liability assumed by the **INSURED** by agreement and which would not have attached in the absence of such agreement

3. any liability for punitive multiplied or exemplary damages fines or penalties
4. any liability as a result of **TERRORISM** but as far as concerns **INJURY** as a result of **TERRORISM** to any **EMPLOYEE** of the **INSURED** which arises out of and in the course of employment or engagement by the **INSURED** the Limit of Indemnity under Section 1 shall not exceed £5,000,000
5. The **COMPANY** shall not indemnify the **INSURED** under Sections 2 or 3 of this Insurance against liability in respect of
 - (a) **INJURY** sustained by an **EMPLOYEE** which arises out of and in the course of his employment or engagement by the **INSURED**
 - (b) loss of or damage or legal liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to **PROPERTY** by or under the order of any government or public or local authority.
 - (c) loss of or damage to or any costs or expense incurred in repairing replacing removing, rectifying recalling or making any refund in respect of **GOODS**

- (d) liability arising from **GOODS** used with the **INSURED's** knowledge in connection with aircraft watercraft or offshore structures
 - (e) liability directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere but this exception shall not apply in respect of pollution or contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the Period of Insurance.
 - (f) **INJURY** loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any component building material that must be removed encapsulated or otherwise abated because its presence or release is a hazard to human health
 - (g) **INJURY** loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any fungus of any kind including but not limited to mildew mould spores or allergens
 - (h) **INJURY** loss damage cost or expense of whatsoever nature directly or indirectly caused by or contributed to by or arising from the manufacture production storage or handling of asbestos or materials containing asbestos
6. any liability which is assumed by the **INSURED** by agreement unless such liability would have attached in the absence of such agreement

CONDITIONS

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

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

1. The **INSURED** shall
 - (a) give immediate notice in writing to the **COMPANY** of anything which may give rise to a claim being made against the **INSURED** and for which there may be liability under this Insurance
 - (b) give immediate notice in writing to the **COMPANY** when any claim is actually made against the **INSURED** (whether written or oral) and for which there may be liability under this Insurance
 - (c) advise the **COMPANY** in writing immediately the **INSURED** has knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any claim or circumstance notified under (a) or (b) above

2. The **INSURED** shall provide the **COMPANY** with such particulars and information as the **COMPANY** may require in relation to any occurrence or claim notified to the **COMPANY** and shall forward to the **COMPANY** immediately on receipt every letter claim form writ summons and process

The **COMPANY** shall be entitled at their discretion to take over and conduct in the name of the **INSURED** the defence or settlement of any claim and to prosecute at their own expense and for their benefit any claim for indemnity or damages against any other persons and the **INSURED** shall give all information and assistance required No admission of liability or offer promise or payment shall be made without the written consent of the **COMPANY**

3. The **COMPANY** may at any time at their sole discretion pay to the **INSURED** the maximum sum payable under this Insurance or any lesser sums for which any claim or claims can be settled and the **COMPANY** shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment

Provided that in the event of a claim such costs and expenses shall not exceed an amount being in the same proportion as the **COMPANY**'s payment to the **INSURED** bears to the total payment made by or on behalf of the **INSURED** in settlement of the claim or claims

4. The **INSURED** shall take all reasonable care to prevent accidents and to maintain his premises plant and everything used in the **BUSINESS** in proper repair and to employ only competent **EMPLOYEES** and to act in accordance with all statutory obligations and regulations The **INSURED** shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require

5. If at the time of any claim there is or but for the existence of this Insurance would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the **INSURED** applicable to such claim the **COMPANY** shall not be liable under this Insurance to indemnify the **INSURED** in respect of such claim except beyond the amount which would be payable under such indemnity or insurance had this Insurance not been effected

6. This Insurance including the schedule definitions sections exceptions extensions conditions and endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Insurance shall bear that meaning wherever it may appear

7. Where the premium is calculated on the statements and estimates furnished by the **INSURED** the **INSURED** shall keep an accurate record of all relevant particulars and shall allow the **COMPANY** to inspect such record at any reasonable time and shall within one month of the expiry of each Period of Insurance furnish to the **COMPANY** such information as the **COMPANY** requires for such expired period and the premium for such period shall thereupon be adjusted by the **COMPANY** and the difference be paid by or allowed to the **INSURED** as the case may be subject to any agreed minimum premium
8. The **COMPANY** may cancel this Insurance by sending seven days notice by registered letter to the **INSURED** at his last known address and in such event the **INSURED** shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired portion of the Period of Insurance
9. The **INSURED** shall give the **COMPANY** immediate notice in writing of any alteration which materially affects this Insurance
10. This Policy and any endorsements thereto shall be governed and construed in accordance with the laws of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and to comply with all the necessary requirements to give such courts jurisdiction
11. If any claim under this Policy is in any respect dishonest or if any dishonest means or devices are used by the **INSURED** or any director or partner or anyone acting on the **INSURED**'s behalf to obtain any benefit under this Policy then all benefits under this Policy will be forfeited
12. The **INSURED** shall comply and continue to comply with all risk improvement requirements notified to and agreed to by or on behalf of the **INSURED**
13. A person who is not a party to this contract has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act