IMPORTANT NOTICE TO THE INSURED

This Policy, together with the Schedule (and any other documents) form your legally binding contract of insurance. 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 Policy should be contacted immediately if any correction is necessary. Your attention is particularly drawn to the notice on Page 2.

W. R. Berkley UK Limited
Registered Office: 34 Lime Street, London EC3M 7AT
Registered in England & Wales 09546454
FRN: 710822

a W. R. Berkley Company
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:
Compliance Department
W. R. Berkley UK Limited
2nd Floor
40 Lime Street
London
EC3M 7AW
complaints@wrbunderwriting.com

In the event that you remain dissatisfied and wish to make a complaint, it may be possible in certain circumstances for you to refer the matter to Complaints team at Lloyd’s. Their address is:

Complaints
Lloyd’s
One Lime Street
London
EC3M 7HA

Tel: 020 7327 5693
Fax: 020 7327 5225
complaints@lloyd’s.com

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, you may have the right to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk.

We, W.R. Berkley UK Limited, are a service company that is part of the W.R. Berkley Corporation group of companies, authorised and regulated by the Financial Conduct Authority in their capacity as an appointed representative of W.R. Berkley Syndicate Management Limited. They have authority to enter into contracts of insurance on behalf of the Lloyd’s underwriting members of Lloyd’s syndicate 1967 which is managed by W.R. Berkley Syndicate Management Limited. (FRN: 710822).

W/R/B Underwriting is a trading name of W. R. Berkley UK Limited and W. R. Berkley Syndicate Management Limited.

Underwritten by certain underwriters at Lloyd’s.
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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) Preamble, 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 Disclosure Clause

(d) the General Policy Definitions;

(e) Operative Sections 1 (Employers Liability), 2 (Public Liability) and 3 (Products Liability) of the Policy, which give precise details of the cover being provided;

(f) General Terms, Conditions, Exclusions and Limitations which apply to the whole Policy.

(g) any Endorsement(s), which might apply to the Policy or individual Operative Sections and which incorporate additional cover amendments, extensions, limitations and such like.

Alterations in the cover required, after the Policy has been issued, 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 understand the exact nature of the cover currently in force. Your Insurance Broker will be able to provide any help or information that you might require.

PREAMBLE

The Insured having made a written proposal to the Insurer bearing the date shown in the Schedule containing particulars and statements which are subject to the Disclosure Clause of this Policy, and in consideration of the Insured having agreed to pay the premium shown in the Schedule, the Insurer agree to indemnify the Insured, subject to the terms, conditions, exclusions and limitations of this Policy, against the events set out in Operative Sections 1 to 3, and in conjunction with the General Terms, Conditions, Exclusions and Limitations which occur in connection with the Business during the Period of Insurance, or any additional 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 Terms Conditions Exclusions and Limitations shall be read as one document and shall form your legal binding contract of insurance

Any word or expression given a specific meaning in:

(a) the Schedule, any Policy Endorsement(s), or the General Policy Terms Conditions Exclusions and Limitations, shall have the same meaning throughout the Policy;

(b) an individual Operative Section or any Operative Section Endorsement(s) shall have only the same meaning throughout such Operative Section or Operative Section Endorsement(s).
DISCLOSURE

In deciding to accept this Policy and in setting the terms and premium, the Insurer has relied on the information the Insured has provided. The Insured must take care when answering any questions the Insurer asks by ensuring that all information provided is accurate and complete.

If the Insurer establishes that the Insured deliberately or recklessly provided the Insurer with false or misleading information the Insurer will treat this Policy as if it never existed and decline all claims.

If the Insurer establishes that the Insured carelessly provided the Insurer with false or misleading information it could adversely affect this Policy and any claim. For example, the Insurer may:

- treat this Policy as if it had never existed and refuse to pay all claims and return the premium paid. The Insurer will only do this if the Insurer provided the Insured with insurance cover which the Insurer would not otherwise have offered;
- amend the terms of this Policy. The Insurer may apply these amended terms as if they were already in place if a claim has been adversely impacted by the Insured’s carelessness;
- reduce the amount the Insurer pay on a claim in the proportion the premium the Insured has paid bears to the premium the Insurer would have charged the Insured; or
- cancel this Policy in accordance with the right to cancel below.

The Insurer or the Insured’s Insurance Broker will write to the Insured if the Insurer:

- intend to treat this Policy as if it never existed; or
- need to amend the terms of this Policy.

If the Insured becomes aware of any information provided to the Insurer is inaccurate, the Insured must inform their Insurance Broker as soon as practicable.

If the Insured becomes aware of any information that is different to that already provided to the Insurer during the Period of Insurance, the Insured must inform their Insurance Broker as soon as practicable.

GENERAL DEFINITIONS AND INTERPRETATIONS

These definitions and interpretations are applicable to the whole Policy wherever these words appear in bold with their first letters in capitals.

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:

(i) the reasonably apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy, or

(ii) 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
(iii) 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 means:

(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 means 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 means 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 means 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 means loss of or damage to Property.

EMPLOYEE means:

(a) any person under a contract of service or apprenticeship with the Insured;

(b) any labour master or labour only subcontractor, 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**
means 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 or attributable to one source or original cause, before the **Insurer** shall be liable to make any payment.

**INSURED**
means the person(s) or corporate body(ies) named as such in the Schedule of this Policy.

**INSURER**

Means certain underwriters at Lloyd’s.

**LIMIT OF INDEMNITY**
means the limit as specified in the Schedule and is the maximum amount payable by the **Insurer**.

With regard to Sections 1 (Employers Liability) and 2 (Public Liability), the **Limit of Indemnity** shall apply to the total sum of all claims arising out of one originating cause, irrespective of the number of claims or claimants.

With regard to Section 3 (Products Liability), 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**
means 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**
means the period specified in the Schedule, or such other period(s) as may be agreed by the **Insurer**.

**POLLUTION OR CONTAMINATION**
means:

(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**
means the amount payable by the **Insured** specified as such in the Schedule.

**PRINCIPAL**
means 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**
means 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**
means material or physical property.
UNITED KINGDOM
means 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 include any amendment, substitution, replacement or consolidation to (a) and (b) listed above.

OPERATIVE SECTIONS

This Policy has multiple sections, referred to as Operative Sections. This means that each Operative Section has its own specific terms, conditions, exclusions and limitations but it is important to note that these must be read in connection with the General Terms, Conditions, Limitation and Exclusions.

OPERATIVE SECTION 1 – EMPLOYERS LIABILITY

WHAT IS COVERED

1.1 INSURING CLAUSE
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:

1.1.1 within the United Kingdom; or
1.1.2 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.

CONDITIONS

1.2 LIMIT OF INDEMNITY
The liability of the Insurer for Compensation shall not exceed the Limit of Indemnity, provided that:

(a) 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.

(b) 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 or resulting from, or in any way involving asbestos, or any materials containing asbestos, in whatever form or quantity.

(c) Unless otherwise stated in this Policy or any following Endorsement attaching to this Policy, any costs and expenses in respect of which an indemnity is provided by Clause 4.1 (Defence Costs and Expenses), will be inclusive and not in addition to the Limit of Indemnity.

1.3 EMPLOYERS LIABILITY COMPULSORY INSURANCE
The indemnity granted by this Operative Section 1 - Employers Liability 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.
1.4 UNSATISFIED COURT JUDGMENTS

In the event that:

1.4.1 a judgment 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

1.4.2 it remains unsatisfied, in whole or in part, six months after the date of such judgment 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:

(a) there is no appeal outstanding;

(b) 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 Operative Section 1 - **Employers Liability** of the Policy;

(c) 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 Operative Section 1 - **Employers Liability** of the Policy, if the judgment had been made against the **Insured**;

(d) 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 clause is subject to the terms, conditions, exclusions and limitations of this Policy.

**WHAT IS NOT COVERED**

The Insurer shall not provide indemnity against liability:

1.5 ROAD TRAFFIC ACT

for **Bodily Injury** to an **Employee** in circumstances where compulsory insurance, or security, is required by Road Traffic Act legislation;

1.6 OFFSHORE

arising **Offshore**;

1.7 WORKMAN’S COMPENSATION, SOCIAL SECURITY, OR HEALTH INSURANCE LEGISLATION

for any amount payable under workman’s compensation, social security, or health insurance legislation.

**OPERATIVE SECTION 2 – PUBLIC LIABILITY**

**WHAT IS COVERED**

2.1 INSURING CLAUSE

In the event of accidental:

2.1.1 **Bodily Injury** to any person;

2.1.2 **Damage** to **Property**;

2.1.3 obstruction, trespass, nuisance, or interference with any right of way, air, light or water, or other easement; or

2.1.4 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.

### 2.2 MOTOR VEHICLES

Clause 2.12.3 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:

(i) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle; or

(ii) for which indemnity is provided by any other insurance.

### 2.3 MOTOR CONTINGENT LIABILITY

Clause 2.12.3 shall not apply and the **Insurer** will, within the terms of this Operative Section 2 - Public Liability, indemnify the **Insured**, and no other for the purpose of this Clause 2.3 only, 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 in respect of **Damage**:

(a) to any such vehicle, or trailer, or **Property** conveyed in or on such vehicle or trailer;

(b) for which indemnity is provided by any other insurance and/or;

(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**.

### 2.4 MOVEMENT OF OBSTRUCTING VEHICLES

Clause 2.12.3 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 a vehicle.

2.5 DEFECTIVE PREMISES ACT

The indemnity provided by this Operative Section 2 - Public Liability shall extend to indemnify the Insured in respect of liability arising from 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.

2.6 LEASED OR RENTED PREMISES

Clause 2.14.2 shall not apply and the Insurer will indemnify the Insured in respect of 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.

2.7 BUILDINGS TEMPORARILY OCCUPIED

Clause 2.14.2 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.

2.8 OVERSEAS PERSONAL LIABILITY

The Insurer will, within the terms of this Operative Section 2 – Public Liability, indemnify:

2.8.1 the Insured;

2.8.2 at the request of the Insured:

(a) any director, partner, or Employee of the Insured, or

(b) any spouse or child of the persons stated in Clause 2.8.1, or 2.8.2 (a) 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:

(i) any person entitled to indemnity under this Clause 2.8 shall, as though they were **Insured**, be subject to the terms (including without limitation the Conditions and the Exceptions) of this Policy insofar as they can apply;

(ii) nothing in this Clause 2.8 shall increase the liability of the **Insurer** to pay any amount exceeding the **Limit of Indemnity**, regardless of the number of person(s) claiming to be indemnified;

(iii) The **Insurer** shall not provide indemnity against:

1. any **Contractual Liability**, or
2. liability for which indemnity is provided by any other insurance, or
3. 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 Clause 2.8, or
4. liability in respect of **Bodily Injury** to any person entitled to indemnity under this Clause 2.8 or
5. the ownership or occupation of land or buildings, or
6. the carrying on of any business, profession, trade or employment, or
7. the ownership, possession, or use of animals, other than horses or domestic dogs or cats.

### 2.9 DATA PROTECTION ACT

The indemnity provided by this Clause 2.9 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 under this Policy.

Provided that:

(a) the liability of the **Insurer** under this Clause 2.9 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 Clause2.9, if the result of such act or omission could reasonably have been expected the person indemnified 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 liability in respect of **Bodily Injury** or **Damage to Property**.
CONDITIONS

2.10 LIMIT OF INDEMNITY

The liability of the Insurer for Compensation shall not exceed the Limit of Indemnity as shown in the Schedule.

Unless otherwise stated in this Policy or any following Endorsement attaching to this Policy, any costs and expenses in respect of which an indemnity is provided by Clause 4.1 (Defence Costs and Expenses), will be inclusive and not in addition to the Limit of Indemnity.

WHAT IS NOT COVERED

The Insurer shall not provide indemnity against liability:

2.11 INJURY TO EMPLOYEES

In respect of Bodily Injury to any Employee, arising out of and in the course of employment by the Insured in the Business;

2.12 LIABILITY INVOLVING TRANSPORT OWNED BY THE INSURED

Caused by or arising from the ownership, possession or operation by, or on behalf of the Insured, of any:

2.12.1 airlines, aircraft, aerodromes, airports, or aviation risks, spacecraft, launch sites or other space risks; or

2.12.2 hovercraft or watercraft, other than hand propelled watercraft or other watercraft not exceeding 8 (eight) metres in length; or

2.12.3 mechanically propelled vehicles:

(a) for which compulsory insurance, or security, is required under any legislation governing the use of the vehicle, or

(b) where indemnity is provided by any other insurance;

2.13 PRODUCTS

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;

2.14 DAMAGE TO PROPERTY

In respect of Damage to Property:

2.14.1 belonging to the Insured, or

2.14.2 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

2.14.3 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;

2.15 EXCESS

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.
WHAT IS COVERED

3.1 INSURING CLAUSE
In the event of accidental

3.1.1 Bodily Injury to any person and/or;

3.1.2 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.

3.2 CONSUMER PROTECTION ACT
The Insurer 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 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 with such proceedings.

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 arising from a deliberate act or omission of any person entitled to indemnity under this Clause 3.2, if the result of such act or omission 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 conditions exclusions and limitations of this Policy.

This Clause 3.2 is subject to the terms, conditions, exclusions and limitations of this Policy.

CONDITIONS

3.3 LIMIT OF LIABILITY
The liability of the Insurer for Compensation shall not exceed the Limit of Indemnity as shown in the Schedule.

Unless otherwise stated in this Policy or any following Endorsement attaching to this Policy, any costs and expenses in respect of which an indemnity is provided by Clause 4.1 (Defence Costs and Expenses), will be inclusive and not in addition to the Limit of Indemnity.
WHAT IS NOT COVERED

The Insurer shall not provide indemnity against liability:

3.4 DAMAGE TO PRODUCTS SUPPLIED
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:

3.4.1 a defect in, or the harmful nature or the unsuitability of such Product Supplied, or
3.4.2 an error or fault in connection with the supply or presentation of such Product Supplied;

3.5 CUSTODY OR CONTROL OF THE INSURED
Caused by or arising from any Product Supplied whilst in the custody or under the control of the Insured, or any Employee;

3.6 AVIATION PRODUCTS
Caused by or arising from any Product Supplied which, to the knowledge of the Insured, is for:

3.6.1 use in or on any aircraft, or aero spatial device, or
3.6.2 aviation or aero spatial purposes, or
3.6.3 use in the safety or navigation of any sort;

3.7 JURISDICTION
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; or

3.8 USA/CANADA
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;

3.9 EXCESS
For the Excess specified in the Schedule.

GENERAL TERMS, CONDITIONS, EXCLUSIONS AND LIMITATIONS

The following terms, conditions, exclusions and limitations of this Policy are not specific to the Operative Sections above. This means that these terms, conditions, exclusions and limitations are applicable to the whole Policy except where indicated.

WHAT IS COVERED

4.1 DEFENCE COSTS AND EXPENSES
The Insurer will provide indemnity in respect of all:

4.1.1 costs incurred, with the Insurer's written consent, in respect of legal representation at any:

(a) coroner's inquest, or other inquiry in respect of any death;

(b) proceedings in any court, in respect of any act or omission causing, or relating to, any occurrence;

4.1.2 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 Section of this Policy.
4.2 LEGAL EXPENSES ARISING FROM HEALTH AND SAFETY LEGISLATION

In the event of:

4.2.1 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 and/or;

4.2.2 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 GBP5,000,000, 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.

4.3 COSTS OF COURT ATTENDANCE

In the event of any of the persons mentioned at Clause 4.3 (a) or (b) 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.

4.4 INDEMNITY TO OTHER PERSONS

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

4.4.1 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;

4.4.2 under Sections 1 (Employers Liability) & 2 (Public Liability) any Principal, but only to the extent required by the contract or agreement for work;

4.4.3 any owner of plant hired to the Insured, but only to the extent required by the conditions of the contract or agreement of hire;

4.4.4 at the request of the Insured:

(a) 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;

(b) 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:

(i) any persons specified above shall, as though they were the Insured, be subject to the terms conditions exclusions and limitations of this Policy;

(ii) nothing in this Clause 4.4 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.
4.5 CROSS LIABILITIES
If the Insured comprises more than one party, the Insurer will, under Sections 2 (Public Liability) & 3 (Products Liability), 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 Clause 4.5 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.

CONDITIONS

5.1 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 by the Insurer at the rate agreed 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.

5.2 CLAIMS (CONTRIBUTION)
If, at the time of any event to which this Policy applies, the Insured is entitled to indemnity under any other insurance(s) except in respect of any amount for which the Insured would otherwise be entitled to indemnity under this Policy beyond the amount for which the Insured is entitled to indemnity under such other insurance, the Insurer will not be liable under this Policy.

5.3 CLAIMS (DISCHARGE OF LIABILITY)
The Insurer may at any time at its sole discretion:

5.3.1 under Operative Section 1 – Employers Liability, 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;

5.3.2 under Operative Section 2 – Public Liability and Operative Section 3 – Products Liability, 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.

In the event that a settlement is made with any party in excess of the Limit of Indemnity, the Insurer’s liability, under Operative Section 2 – Public Liability and Operative Section 3 – Products Liability, for costs and expenses under Clause 4.1 (Defence Costs and Expenses), shall be in the same proportion that the Limit of Indemnity bears to the sum which would be payable by the Insurer but for the Limit of Indemnity.

5.4 DISPUTES
Any dispute concerning the interpretation of the terms of this Policy shall be resolved in accordance with the law and jurisdiction of England and Wales, or as may be agreed by the Insured and the Insurer.

5.5 CANCELLATION
The Insurer may cancel this Policy by giving the Insured thirty (30) days notice in writing. The Insurer will only do this for a valid reason including but not limited to the following:

(i) Non-payment of Premium;
(ii) a change in risk occurring which means that the **Insurer** can no longer provide the **Insured** with indemnity;

(iii) Non-cooperation or failure to supply any information or documentation the **Insurer** request; or

(iv) Threatening or abusive behaviour or the use of threatening or abusive language.

The **Insured** may cancel this Policy at any time by giving thirty (30) days notice to the **Insurer**.

If this Policy is cancelled then, provided the **Insured** has not notified a claim or **Circumstance**, the **Insured** will be entitled to a refund of any premium paid, subject to a deduction for any time for which the **Insured** has been covered and a deduction for any additional cancellation charge as specified in the Schedule, to cover the administrative costs of providing the insurance. This will be calculated on a proportional basis.

If the **Premium** has been based wholly or partly upon estimates, the **Premium** shall be adjusted in accordance with Clause 5.1

If the **Insurer** have accepted any claim or **Circumstance**, then no refund of premium will be allowed.

If the **Insured** wishes to cancel and cover has not yet commenced, the **Insured** will be entitled to a full refund of the premium paid.

5.6 **EXCESS**

If any payment made by the **Insurer** includes any amount for which the **Insured** or any other person entitled to indemnity is responsible, such amount shall be repaid to the **Insurer** without delay.

**IMPORTANT CONDITIONS**

All conditions set out below (Clauses 6.1 – 6.4 inclusive) are important conditions to the operation of this Policy. This means that the **Insured** has to follow these conditions in their entirety if a claim is to be considered valid under the Policy. Failure to follow these conditions may result in the claim being refused.

6.1 **PREMIUM PAYMENT**

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**.

6.2 **REASONABLE CARE**

The **Insured** shall take reasonable care:

6.2.1 to prevent any event which may give rise to a claim under this Policy;

6.2.2 to maintain the premises, plant and everything used in the **Business** in proper repair;

6.2.3 in the selection and supervision of **Employees**;

6.2.4 to comply with all statutory and other obligations, and regulations imposed by any authority;

6.2.5 to make good, or remedy, any defect or danger which becomes apparent and take such additional precautions that may be required.

6.3 **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** as soon as practicable and in any event within 5 working days. Notice in writing shall also be given to the **Insurer** without delay, by the **Insured**, of any impending prosecution, inquest or fatal inquiry in connection with any such event.
6.4 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 reasonably require.

WHAT IS NOT COVERED

The following exclusions are applicable to the whole Policy except where indicated.

7.1 RADIOACTIVE CONTAMINATION

The Insurer shall indemnify the Insured against any legal liability of whatsoever nature, directly or indirectly caused by, or contributed to by, or arising from:

7.1.1 ionising radiations, or contamination by radioactivity, from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel;

7.1.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly, or nuclear component thereof.

7.2 WAR AND SIMILAR RISKS

The Insurer shall not indemnify the Insured in respect of any liability of whatsoever nature, directly or indirectly caused or occasioned by, or happening through, or in consequence of:

7.2.1 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;

7.2.2 Act of Terrorism except in Operative Section 1 – Employers Liability where this is covered or any action taken in controlling, preventing, suppressing or in any way relating to any of the above.

7.3 CONTRACTUAL LIABILITY

This Clause 7.3 shall not apply to Operative Section 1 – Employers Liability

The Insurer shall not indemnify the Insured:

7.3.1 under Operative Section 2 - Public Liability 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;

7.3.2 under Operative Section 3 - Products Liability against Contractual Liability, other than liability arising out of a condition or warranty of goods implied or imposed by statute.

7.4 POLLUTION OR CONTAMINATION

This Clause 7.4 shall not apply to Operative Section 1 – Employers Liability

The Insurer shall not indemnify the Insured under Operative Section 2 - Public Liability or Operative Section 3 - Products Liability:

7.4.1 for liability arising from Pollution or Contamination;

7.4.2 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 Operative Section 2 - Public Liability and Operative Section 3 - Products Liability, 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 Operative Section 2 – Public Liability (or Operative Section 3 – Products Liability if Operative Section 2 is not operative).

### 7.5 ADVICE FOR A FEE

This Clause 7.5 shall not apply to Operative Section 1 – Employers Liability

The **Insurer** shall not indemnify the **Insured** under Operative Section 2 - Public Liability or Operative Section 3 - Products Liability 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.

### 7.6 TOTAL ASBESTOS EXCLUSION

This Clause 7.6 shall not apply to Operative Section 1 – Employers Liability

The **Insurer** shall not indemnify the **Insured** in respect of liability directly or indirectly arising out of, resulting from, or in any way involving asbestos, or any materials containing asbestos, in whatever form or quantity.

### 7.7 CYBER LIABILITY EXCLUSION

This Clause 7.7 shall not apply to Operative Section 1 – Employers Liability

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

- **7.7.1** an alteration of, or Damage to, or
- **7.7.2** 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.

### 7.8 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.

### 7.9 SANCTIONS

Any benefit under this Policy 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.