

MGAM Per Person Liability Insurance

Policy Wording

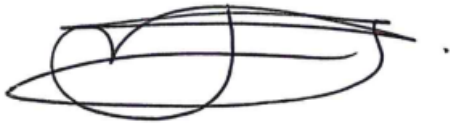
Per Person Liability Insurance

This is to certify that in accordance with the authorisation granted under Contracts (as identified in the **Schedule**) to the **Coverholder** specified in the **Schedule** by the **Insurer(s)** listed therein, and in consideration of the premium specified having been paid, the **Insurer** agrees to provide insurance to the extent and in the manner specified herein or endorsed hereon.

Provided always that:

1. the liability of the **Insurer** shall not exceed the Limits of Liability or **Sum(s) Insured** expressed in the **Schedule** or contained herein or such other Limits of Liability or **Sum(s) Insured** as may be substituted by **Endorsement** and agreed by them or on their behalf.
2. this insurance provides cover only in respect such **Sections** of the **Schedule** as are specified as being included or have a Limit of Liability or **Sum Insured** shown against them.
3. this insurance is subject to all the provisions, conditions, warranties and exclusions contained within the body of the wording or endorsed or added thereto, all of which are to be considered as incorporated and shall be read together as one document.

This **Policy** has been issued and signed for and on behalf of the **Insurer** by



Jason Anthony
Chief Executive Officer
MGAM Limited
Authorised signatory

Customer Information Statements

This insurance contract is an important document that **You** should read and store carefully. It sets out what is and is not covered under the insurance cover **You** have purchased and explains key contractual obligations that apply to **You** and to **Us**.

This **Policy** consists of:

1. the **Schedule** (in a separate document),
2. these Customer Information Statements,
3. **Sections A-D**, which set out the covers provided by each **Section** and their specific terms,
4. the Extensions to **Sections A, B and C**,
5. the Definitions, General Exclusions and General Conditions; plus
6. any **Endorsements** (in a separate document if issued),

all of which are to be read as one contract (together the "**Policy**").

The insurance cover provided under each of **Sections A-D** of this **Policy** is subject to:

- i. the **Section** being stated as included in the **Schedule**; plus
- ii. any terms, Conditions, Extensions and Exclusions which are specific to the relevant **Section**; plus
- iii. all the General Exclusions and General Conditions set out within this **Policy**.

Words and terms starting with an upper case letter which are printed in bold type have special meaning and are defined in the Definitions section. Insofar as such words and terms have a special meaning in relation to specific **Sections**, they are defined in the relevant **Section** itself.

This document has been issued by the **Coverholder** as an agent of the **Insurer**.

Please read the **Schedule** carefully and if it is incorrect return it as soon as reasonably practicable to **Your** insurance broker or intermediary for alteration. It is essential that:

- **You** check that each of the insured **Sections** and the **Schedule** are correct.
- **You** comply with **Your** duties under each **Section** and under this insurance as a whole.

This document should be kept in a safe place as **You** may need to refer to it if **You** have to make a claim. It is recommended that **You** retain details of **Your** Employers' Liability certificates for at least 40 years.

You have a duty at inception and renewal of this insurance and a continuing duty throughout the **Period of Insurance** to disclose and to make a fair presentation of all facts that are material to **Us** including those relating to any claim. If **You** have any doubt as to whether or not a fact is material **You** should disclose it to **Us**.

You must pay to **Us** all premiums due to **Us** together with all taxes due on the premiums.

In all communications the **Policy** number specified in the **Schedule** should be quoted.

Reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time.

If any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect. The headings in this **Policy** are for reference only and shall not be considered when determining the meaning of this **Policy**.

Your insurance may be invalidated if **You** have failed to comply with any of the terms and conditions of this **Policy**.

The Coverholder

The **Coverholder** shall mean the **Coverholder** specified in the **Schedule** (referred to herein as the **Coverholder**).

The **Coverholder** is authorised and regulated by the Financial Conduct Authority (the "FCA") – their FCA firm reference number is specified in the **Schedule**.

Several Liability

This notice contains important information. **You** should read it carefully.

The liability of an insurer under this insurance is several and not joint with other insurers party to this insurance. An insurer is liable only for the proportion

of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this insurance.

The proportion of liability under this insurance underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this insurance.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this insurance. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this notice to "this insurance" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

What to do if You have a complaint

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

In the first instance please contact **Your** insurance broker or intermediary who arranged this insurance for **You** or contact the **Coverholder** using the details specified in the **Schedule**.

If **Your** complaint is not resolved to **Your** satisfaction please contact MGAM Limited by email: complaints@mgamutual.com

Details of any internal complaint handling procedures are available on request.

If **You** remain dissatisfied after MGAM have considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service (FOS) using the details shown below.

Financial Ombudsman Service

Contact details for the FOS are:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Telephone: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

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

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

The FOS's decision is binding upon **Us**, but **You** are free to reject it without affecting **Your** legal rights.

Accepting an award made by the FOS may affect **Your** rights to subsequently take legal action.

Compensation Scheme

We contribute to the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if **We** are unable to meet **Our** liabilities. For compulsory insurance **You** may be entitled to compensation up to 100% of the claim. For non-compulsory types of insurance **You** may be entitled to compensation of up to 90% of the claim. Further information about compensation scheme arrangements is available from the FSCS:

Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU

Telephone: 0207 741 4100 or 0800 678 1100

or **You** can visit their website at www.fscs.org.uk

Your insurance and the information disclosed by You

In deciding to accept this insurance and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat **Your** insurance as if it never existed and decline all claims. **We** may not return premium already paid by **You** in this situation.

If **We** establish that **You** provided **Us** with false, incomplete or misleading information and that it was not deliberate or reckless on **Your** part, it can still adversely affect **Your** insurance and any claim.

For example:

- a. where **We** could have accepted the risk and offered **You** an insurance but **We** would have charged a higher premium, **We** may only pay a percentage of any claim that **You** make under this insurance. **We** would do this by considering the premium **We** actually charged as a percentage of the higher premium **We** would have charged and then paying **You** the same percentage of any claim.

So, as an example: if the premium **We** actually charged was £250 and the higher premium **We** would have charged was £1,000, then the premium **We** actually charged represents 25% of the higher premium **We** would have charged and **We** shall only pay 25% of any claim.

- b. **We** may treat this insurance as if it had never existed and refuse to pay all claims and return the premium, subject to a deduction for any commission paid to **Your** insurance broker or intermediary. **We** will only do this if the false, incomplete or misleading information means that **We** provided **You** with insurance cover when **We** would not otherwise have offered it at all had the risk been fairly presented.
- c. if **We** would have written the risk on different terms had it been fairly presented, **We** may amend this insurance to include these terms. **We** may apply these amended terms as if they were already in place before a claim is made.
- d. **We** may cancel **Your** insurance in accordance with its cancellation provisions.

We will write to **You** if **We**:

- i. intend to treat **Your** insurance as if it never existed; or
- ii. amend the terms of **Your** insurance; or
- iii. reduce **Your** claim in accordance with the above.

If **You** become aware that information **You** have given **Us** is inaccurate or incomplete or if the information changes, **You** must inform **Us** without delay. **We** will be entitled to vary the premium and the terms for the rest of the **Period of Insurance** or, if the changes make the risk unacceptable to **Us**, **We** are under no obligation to make them and may no longer be able to provide **You** with insurance cover in which case **We** may cancel **Your** insurance cover in accordance with the cancellation provisions.

Observance of insurance terms and suspension of cover

Every condition precedent that applies to this insurance (whether to one or more **Sections** or this insurance as a whole) shall apply and continue to be in force during the whole currency of this insurance. If **You** breach any such condition precedent cover will be suspended for the period from the date of the breach until the breach has been remedied.

We will have no liability under this insurance in respect of any loss occurring or attributable to something happening during a period of non-compliance with a condition precedent unless **You** can prove that the breach of the condition precedent could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Your right to cancel

In the first year of this insurance **You** have the right to cancel this insurance within 14 days of receiving the contract documentation or from the day of the conclusion of the contract, whichever day is the later, and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be considered that **You** will have received the insurance documents upon the day following the date they were posted to **You** by first class post or were supplied to **You** electronically or **You** were supplied with the means by which **You** could access them electronically.

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

If **You** do not exercise **Your** right of cancellation within the initial 14 day period, this insurance will automatically come into force from the inception date specified in the **Schedule** and **You** will be liable to pay the full premium. Following the expiry of the initial 14 day period, this insurance may be cancelled at

any time at **You** written request. **We** reserve the right not to allow a return of premium.

If **You** exercise **Your** right to cancel this insurance and **You** have made a claim hereunder then no refund of premium will be allowed.

To exercise **Your** right to cancel please contact the insurance broker or intermediary who arranged this cover for **You**.

The law that governs the interpretation of this insurance

All disputes concerning the interpretation of this insurance are understood and agreed by both **You** and **Us** to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England or Wales and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court. In the event that, at the commencement of the **Period of Insurance**, **You** are resident in (or if **You** are a business, **Your** registered office or principal place of business is situated in) Scotland or Northern Ireland then the law of that country will apply.

Claims notification

All claims under this insurance are to be notified to **Us** using the following method and quoting the **Policy** number:

Please notify **Our** appointed claims representatives using the contact details specified in the **Schedule**.

Privacy Notice

by MGAM Limited (the intermediary acting on behalf of the **Insurers**)

as specified in the **Schedule**.

by Convex Insurance UK Limited (the **Insurer**)

The **Insurer**, Convex Insurance UK Limited, collects and processes data, in order to deliver insurance services such as providing **You** with a quote, processing claims and administration purposes. The **Insurer** also processes data for recruitment purposes, relationship management and dealing with complaints.

The data that the **Insurer** collects from **You** and how the **Insurer** processes that data will depend on their relationship with **You**. Consequently, the **Insurer** will collect relevant data dependent on whether **You** are an applicant (policyholder), a beneficiary, a claimant, a witness, a broker, a potential **Employee** or a third party. The type of personal information the **Insurer** may collect will depend on the purpose for which it is collected.

The **Insurer** will process **Your** data for a number of purposes and these will be conducted under a 'lawful basis for processing' which means that they have a legitimate interest in processing **Your** data.

The **Insurer** will keep personal data confidential and will only share it where necessary.

Under data protection law **You** have a number of rights in relation to the personal data held. **You** can exercise those rights by contacting the **Insurer** at any time.

The **Insurer's** full Privacy Notice is available at www.convexin.com. If **You** would like further information about any of the matters in this notice or have other questions about how the **Insurer** collects, stores or uses personal data, contact their Data Protection Officer at dataprotectionofficer@convexin.com or by writing to Data Protection Officer, Convex Insurance UK Limited, 52 Lime Street, London, EC3M 7AF.

Definitions

This section sets out the specific meaning given to certain words and terms used in this **Policy**.

These definitions apply to all of this insurance contract (including the **Schedule**) wherever these words or phrases appear starting with an upper case letter and printed in bold except where otherwise stated. Words importing the singular shall include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders.

Each **Section** or Extension may include definitions unique to that **Section** or Extension.

1. **Asbestos** means:
asbestos fibres or particles or any derivatives of asbestos including any product or material containing asbestos, asbestos fibres or particles or any derivatives of asbestos.
2. **Bodily Injury** means:
physical or mental injury including death, illness, disease, mental anguish or shock but not defamation.
3. **Business** means:
Your business as stated in the **Schedule**.
4. **Contractual Liability** means:
liability attaching to **You** by virtue of a contract but which would not have attached in the absence of such contract.
5. **Conveyance** means:
any water and/or air and/or road and/or rail conveyances of every description.
6. **Damage** means:
physical loss or destruction or damage.
7. **Employee(s)** means:
 - a. any person under a contract of service or apprenticeship with **You**
 - b. any labour master or labour only subcontractor or person supplied or employed by them
 - c. any self-employed person
 - d. any person hired to or borrowed by **You**
 - e. any person engaged under a work experience, youth training or similar scheme
 - f. any voluntary helper
 - g. any outworker or homeworker

under **Your** control and supervision while working for **You** in connection with **Your Business**.

This definition shall not include any bona fide sub-contractor.
8. **Endorsement(s)** means:
the document(s) detailing modifications made to the cover provided under this insurance and/or the **Section(s)** thereof.
9. **Insured/You/Your** means:
the person or corporate body or organisation detailed in the **Schedule**.
10. **Insurer/Our/Us/We** means:
Insurer(s) whose identity is stated in the **Schedule**.
11. **Microchip** means:
a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers.
12. **Offshore Activity** means:
any work on or visit to an **Offshore Installation** from the time of embarkation onto a **Conveyance** at the point of final departure to such **Offshore Installation** until the time of disembarkation from a **Conveyance** onto land on return from such **Offshore Installation**
13. **Offshore Installation** means:
any offshore installation, rig or platform whether fixed or mobile or any vessel or semi-submersible including any catwalk, landing ramp, bridge, walkway, accommodation or other connected structure which has been is or will be engaged in the processes of prospecting for or extraction, separation, storage, treatment or distribution of oil or gas.

14. **Period of Insurance means:**
the period stated in the **Schedule** or any subsequent period for which **We** agree to accept payment of premium.
15. **Pollution or Contamination means:**
pollution or contamination of Buildings or structures or of water or land or the atmosphere

and

all loss, **Damage to Property** or **Bodily Injury** directly or indirectly caused by or arising from such pollution or contamination.
16. **Principal means:**
any person, employer, firm, company, ministry or authority for whom **You** carry out a contract for the performance of work.
17. **Product Supplied means:**
any product or thing (including containers, packaging or labelling) sold, supplied, erected, repaired, altered, treated, installed, processed, manufactured, tested, serviced, hired out, stored, transported or delivered by **You** in the course of **Your Business** from premises within the **Territorial Limits**.
18. **Property means:**
material property.
19. **Property Insured means:**
a. the works whether permanent or temporary, materials incorporated or for incorporation therein, other than **Property** insured by item b. below, being **Your** property or property for which **You** are responsible including all transits in respect of any contract or work undertaken whether such contract or work was commenced during the **Period of Insurance** or otherwise, referred to herein as the "Contract Works";
b. contractors' plant, tools and equipment demountable and temporary buildings and/or caravans and/or other items of a like nature and materials and/or stores and/or any other property of whatsoever nature used or intended for use in connection with any contract works being undertaken by **You** and insured under this Policy all being **Your Property** or hired by **You** under the Contractors Plant Association conditions or conditions no more onerous including transit by road rail or inland waterways, referred to herein as "Plant, Tools and Equipment";
c. Employees' effects for which **You** are responsible whilst on any site or for which **You** are responsible under the terms of any joint working agreement, referred to herein as "Employees' Effects".
20. **Proposal means:**
any completed proposal form and/or information provided by **You** or on **Your** behalf in connection with this insurance including all declarations and/or statements of fact and/or instructions.
21. **Schedule means:**
the document stating the operative **Section(s)** **You** have chosen, the **Period of Insurance**, details of **Your Business**, the Limit(s) of Liability and Sum(s) Insured.
22. **Section(s) means:**
the parts of this insurance that detail the cover provided by each individual Section of this insurance.
23. **Sum Insured means:**
Our limit of liability in respect of **Damage to Property Insured** arising therefrom as shown in the **Schedule**.
24. **System means:**
computers, other computing and electronic equipment linked to a computer, hardware, software programs, **data** processing equipment, **Microchip** and anything which relies on a **Microchip** for any part of its operation and includes for the avoidance of doubt any computer installation.
25. **Territorial Limits means:**
Great Britain, Northern Ireland and the Isle of Man.
26. **Terrorism means:**
an act, including but not limited to the use of force or violence and/or the threat 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), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
27. **Virus means:**
programming code designed to achieve an unexpected, unauthorised and/or undesirable effect or operation when loaded onto a **System**, transmitted between **Systems** by transfer between computer **Systems** via networks, extranets, internet, electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self-replication or not.

SECTION A - EMPLOYERS' LIABILITY

Cover under this **Section A** is subject to the Conditions and Exclusions set out within this **Section A**, plus all the General Conditions and General Exclusions set out in the General Conditions and General Exclusions sections of the **Policy**.

Words and phrases starting with an upper case letter and printed in bold are defined in the Definitions section of the **Policy**.

Insuring Clause

We will cover **You** for all sums that **You** become legally liable to pay for damages and claimant's costs, fees and expenses for **Bodily Injury** sustained by an **Employee** occurring during the **Period of Insurance** within the **Territorial Limits** and arising out of and in the course of employment by **You** in connection with **Your Business**.

Limit of Liability

Our limit of liability for damages and claimant's costs, fees and expenses payable in respect of any occurrence shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section** but, if the **Bodily Injury** arises from **Asbestos** or **Terrorism**, then **Our** limit of liability shall not exceed £5,000,000.

Exclusions

We will not provide cover for liability:

1. in respect of which compulsory insurance or security is required to be arranged by **You** 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.
2. caused by or arising from any **Offshore Activity**.
3. for punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
4. arising from any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or from any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).

Cover under **Section A** is also subject to the General Exclusions set out in the General Exclusions section of the **Policy**.

General Exclusions 2 (Communicable Disease), 4 (Date Recognition), 10 (Terrorism) and 11 (War and Similar Risks) do not apply to this **Section A**. General Exclusion 7 (Radioactive and Other Contamination) applies to **Section A** only in respect of the liability of any **Principal** or liability assumed under the terms of an agreement which would not have attached in the absence of such agreement.

Conditions

1. Claims notification

In the event of an occurrence which may give rise to a claim under this **Section**:

You will:

- a. give written notice to **Us** as soon as reasonably practicable of any circumstance which may give rise to a claim under this **Section** with full particulars of such circumstance. All claims should be notified to **Us** using one of the methods described in the Customer Information Statements section near the beginning of this document.
- b. provide all additional information **We** may require within the time stipulated by **Us**.
- c. forward unanswered to **Us** as soon as reasonably practicable after they are received, every claim form, summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto.
- d. give notice in writing to **Us** as soon as reasonably practicable after **You** become aware of any impending prosecution, inquest or fatal accident inquiry.
- e. at all times and in addition to the obligations set out above forward such information to and co-operate with **Us** or **Our** appointed agents to allow **Us** to be able to comply with such relevant practice, directions and pre-action protocols as may be in force.
- f. carry out and permit to be taken any action which may be reasonably practicable to prevent further **Bodily Injury**.
- g. give notice in writing to **Us** as soon as reasonably practicable after **You** become aware of any RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995) incident involving any person which may result in a claim hereunder.

2. Conduct and Control

It is a condition of this **Section** that no admission, offer, promise or payment shall be made or given by **You** or on **Your** behalf without **Our** written consent.

We shall be entitled if **We** so desire to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Our** benefit any claim for damages or otherwise.

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against **You** and **You** shall give all such information and assistance as **We** may require.

3. Discharge of Liability

We may at any time at **Our** sole discretion pay to **You** the Limit of Liability for this **Section** (less any sum or sums already paid in respect or in lieu of damages 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 **You** can be settled and **We** will not be under any further liability in respect of such claim or claims.

4. Employers' Liability Tracing Office

Where **We** provide cover under the Employers' Liability (Compulsory Insurance) Regulations 1998, **We** are required by regulation to maintain a database of all the companies and subsidiary companies covered by such insurance. **We** support and will add details of all company names to the Employers' Liability Tracing Office database.

Accordingly, it is a condition of this insurance that **You** undertake to supply full details (as required by the Employers' Liability Tracing Office) of **Your** company and all subsidiary companies to **Us** at inception of this insurance and promptly thereafter following acquisition or disposal of any subsidiary company.

5. Rights of Recovery

The cover provided under this **Section** is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to **Employees** within the **Territorial Limits** or **Offshore Installations** within the continental shelf around those countries may require but **You** shall repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

Cover under **Section A** is also subject to the General Conditions set out in the General Conditions section of the **Policy**.

Extensions

The terms of this **Section** and General Conditions and General Exclusions of this insurance apply to these Extensions and where no limit or maximum liability is stated in the Extension the Limit of Liability for this **Section** applies. These Extensions apply only to this **Section A** of the **Policy**.

1. Unsatisfied Court Judgments.

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

- a. the judgment for damages has been obtained against a company, partnership or individual (but not against **You**) operating from or resident in premises within the **Territorial Limits** in any court situated in the **Territorial Limits**.
- b. there is no appeal outstanding.
- c. if any such payment is made by **Us**, the **Employee** or their legal personal representatives shall assign the judgment to **Us**.
- d. this **Section** of **Your** insurance is operative at the time that such **Bodily Injury** is sustained and cover will only apply in respect of those damages that relate to **Bodily Injury** sustained during the **Period of Insurance**.
- e. **Our** liability for damages, costs and expenses shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section**.

2. Work Overseas.

The cover provided under this **Section** shall extend to cover **You** for **Your** legal liability for **Bodily Injury** sustained by any **Employee** whilst undertaking work on a temporary basis within any country outside of the **Territorial Limits** provided that:

- a. any such **Employee** is ordinarily resident within the **Territorial Limits**.
- b. **We** will not provide cover for any medical expenses or repatriation costs.
- c. **We** will not provide cover in respect of any amount payable under Workers' Compensation, Social Security or Health Insurance legislation.

SECTION B - PUBLIC LIABILITY

Cover under this **Section B** is subject to the Conditions and Exclusions set out within this **Section B**, plus all the General Conditions and General Exclusions set out in the General Conditions and General Exclusions sections of the **Policy**.

Words and phrases starting with an upper case letter and printed in bold are defined in the Definitions section of the **Policy**.

Insuring Clause

We will cover **You** for all sums that **You** become legally liable to pay for damages and claimant's costs, fees and expenses for 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** within the **Territorial Limits** and in connection with **Your Business**.

Limit of Liability

Our limit of liability for damages and claimant's costs, fees and expenses payable in respect of any occurrence shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section**.

Exclusions

We will not provide cover for liability:

1. in respect of **Bodily Injury** to any **Employee** arising out of and in the course of employment by **You** in connection with **Your Business**.
2. caused by or arising from the ownership or possession or use by **You** or on **Your** behalf of any:
 - a. aircraft or aerospace device or hovercraft.
 - b. watercraft other than hand propelled watercraft or other watercraft not exceeding 8 metres in length.
 - c. mechanically propelled vehicle:
 - i. in circumstances for which compulsory insurance or security is required under any legislation governing the use of the vehicle.
 - ii. where cover is provided by any other insurance.
3. arising from any **Product Supplied** after it has ceased to be in **Your** custody or under **Your** or any **Employee's** control other than food and drink for consumption on **Your** premises.
4. for **Contractual Liability** unless the sole conduct and control of claims is vested in **Us** but **We** will not in any event provide cover in respect of:
 - a. liquidated damages or liability under any penalty clause.
 - b. **Damage to Property** against which **You** are required to effect insurance under the terms of Clause 21.2.1 of the Joint Contracts Tribunal Standard Form of Building Contract 1980 Edition or any revision or substitution thereof or any clause of similar intent under any other contract conditions.
 - c. **Damage to Property** which comprises contract works executed or in the course of execution by **You** or on **Your** behalf and occurs after the date of issue of a certificate of completion of such works or, where the contract has no provision for such a certificate, the date on which such works are completed and handed over to the **Principal** if **You** are expressly responsible for such **Damage** under the terms of the contract.
5. in respect of **Damage to Property**:
 - a. belonging to **You**.
 - b. in **Your** or any **Employee's** custody or control other than personal effects including vehicles and their contents of any of **Your** visitors, directors, partners and/or **Employees**.
 - c. being that part of any **Property** on which **You** or any of **Your Employees** or agents is or has been working where **Damage** arises out of such work.

6. in respect of **Pollution or Contamination** occurring:
- within the United States of America or Canada.
 - elsewhere than within the United States of America or Canada unless caused by a sudden, identifiable, unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the **Period of Insurance**.

Provided that in respect of any liability for which cover is not excluded under exclusion b. above:

- all **Pollution or Contamination** which arises out of one occurrence shall be deemed to have occurred at the time such occurrence takes place.
 - Our** liability for all damages, costs fees and expenses under this **Section** 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 amount stated in the **Schedule** as the Limit of Liability for this **Section**.
7. caused by or arising from advice, design or specification **You** provided for a fee.
- 8a. in respect of mental injury, mental anguish or shock or fear of suffering death, **Bodily Injury**, illness or disease arising out of the actual, alleged or suspected presence or release of **Asbestos** or exposure to or inhalation of **Asbestos**.
- 8b. for the costs of management (including those of any persons under any statutory duty to manage), removal, mitigation, remediation, repair, alteration, recall, rectification, replacement or reinstatement of any **Property** or part thereof arising out of the presence of **Asbestos**.
9. For punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
10. arising from any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or from any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).
11. for the amount stated in the **Schedule** as being the Excess for this **Section** which shall apply in respect of each and every claim. Such amount shall be contributed by **You** or any party entitled to cover under this insurance before **We** assume any responsibility to make a payment for any claim hereunder. This exclusion will not apply to claims in respect of **Damage** to premises including their fixtures and fittings leased, rented or hired to **You**.
12. directly or indirectly resulting from or in consequence of the performance of work involving the application or generation of heat away from Premises that **You** own, lease or rent.

Cover under **Section B** is also subject to the General Exclusions set out in the General Exclusions section of the **Policy**.

Conditions

1. Claims notification

In the event of an occurrence which may give rise to a claim under this **Section**:

You will:

- give written notice to **Us** as soon as reasonably practicable of any circumstance which may give rise to a claim under this **Section** with full particulars of such circumstance. All claims should be notified to **Us** using one of the methods described in the Customer Information Statements section near the beginning of this document.
- provide all additional information **We** may require within the time stipulated by **Us**.
- forward unanswered to **Us** as soon as reasonably practicable after they are received, every claim form, summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto.
- give notice in writing to **Us** as soon as reasonably practicable after **You** become aware of any impending prosecution, inquest or fatal accident inquiry.
- at all times and in addition to the obligations set out above forward such information to and co-operate with **Us** or **Our** appointed agents to allow **Us** to be able to comply with such relevant practice, directions and pre-action protocols as may be in force.
- carry out and permit to be taken any action which may be reasonably practicable to prevent further **Bodily Injury** and **Damage to Property**.
- give notice in writing to **Us** as soon as reasonably practicable after **You** become aware of any RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995) incident involving any person which may result in a claim hereunder.

2. Conduct and Control

It is a condition of this **Section** that no admission, offer, promise or payment shall be made or given by **You** or on **Your** behalf without **Our** written consent.

We shall be entitled if **We** so desire to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Our** benefit any claim for damages or otherwise.

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against **You** and **You** shall give all such information and assistance as **We** may require.

3. Discharge of Liability

We may at any time at **Our** sole discretion pay to **You** the Limit of Liability for this **Section** (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against **You** can be settled and **We** will not be under any further liability in respect of such claim or claims except for other costs and expenses for which **We** may be responsible incurred prior to such payment.

Cover under **Section B** is also subject to the General Conditions set out in the General Conditions section of the **Policy**.

Extensions

The terms of this **Section** and General Conditions and General Exclusions of this insurance apply to these Extensions and where no limit or maximum liability is stated in the Extension the Limit of Liability for this **Section** applies. These Extensions apply only to this **Section B** of the **Policy**.

1. Buildings Temporarily Occupied

Exclusion 5.b. to this **Section** shall not apply to liability for **Damage** to Buildings including contents therein which are not owned leased or rented by **You** but are temporarily occupied by **You** for the purpose of maintenance, alteration, extension, installation or repair.

2. Cross Liabilities

If the **Insured** comprises more than one party **We** will provide cover to each such **Insured** in the same manner and to the same extent as if a separate insurance had been issued to each of them provided that nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for this **Section** regardless of the number of persons claiming to be covered.

3. Defective Premises Act

The cover 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 **You** for purposes pertaining to **Your Business** and which have since been disposed of by **You** provided that **We** will not provide cover for liability:

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

4. Leased or Rented Premises

Exclusion 5.b. to this **Section** shall not apply to liability for **Damage** to premises including their fixtures and fittings leased or rented to **You** provided that **We** will not provide cover for:

- a. **Contractual Liability**.
- b. the first £500 of each and every occurrence of **Damage** to premises caused other than by fire or explosion.

5. Motor Contingent Liability

Notwithstanding Exclusion 2.c. to this **Section** **We** will cover **You** (and no other person for the purpose of this extension) for **Your** legal liability for **Bodily Injury** or **Damage** to **Property** caused by or arising from any motor vehicle or trailer attached thereto which do not belong to or are provided by **You** being used in the course of **Your Business** provided that **We** will not provide cover for liability:

- a. in respect of **Damage** to any such vehicle or trailer or **Property** conveyed therein or thereon.
- b. for which cover 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.
 - ii. being driven by **You**.
 - iii. being driven with **Your** general consent or the consent of **Your** representative by any person who to **Your** knowledge or the knowledge of **Your** 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.
 - iv. used elsewhere other than within the **Territorial Limits**.

6. Motor Vehicles

Exclusion 2.c. to this **Section** shall not apply to liability caused by or arising from:

- a. the use of plant as a tool of trade at **Your** premises or on any site at which **You** are 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 **We** will not provide cover for liability:
 - i. in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.
 - ii. for which cover is provided by any other insurance.

7. Overseas Personal Liability

We will cover **You** or at **Your** request:

- a. any director, partner or **Employee** of **Your Business**
- b. **Your** spouse or **Your** child or the spouse or child of any of the persons stated in a. above who are accompanying **You** or such persons

for legal liability incurred by **You** or such persons in a personal capacity in a country outside of the **Territorial Limits** whilst on a temporary visit to such country in connection with **Your Business** provided that:

- i. any person entitled to cover under this extension shall as though they were **You** be subject to the terms, Conditions and Exclusions of this insurance insofar as they can apply.
- ii. nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for this **Section** regardless of the number of persons claiming to be covered.
- iii. **We** will not provide cover for:
 - a. **Contractual Liability.**
 - b. liability for which cover is provided by any other insurance.
 - c. liability in respect of **Damage to Property** belonging to or in the custody of or under the control of any person entitled to cover under this extension.
 - d. liability in respect of **Bodily Injury** to any person entitled to cover under this extension.
 - e. liability caused by or arising from:
 - i. the ownership or occupation of land or buildings.
 - ii. the carrying on of any business, profession trade or employment.
 - iii. the ownership, possession or use of animals other than horses or domestic dogs or cats.

8. Work Overseas

The cover provided under this **Section** shall extend to apply in respect of **Your** legal liability caused by or arising from:

- a. work being undertaken on a temporary basis by **You** or **Your Employee(s)** within any country outside of the **Territorial Limits** which is a member of the European Union
- b. non-manual work being undertaken on a temporary basis by **You** or **Your Employee(s)** within any country outside of the **Territorial Limits** and not a member of the European Union

provided **You** or **Your Employee(s)** are ordinarily resident within the **Territorial Limits**.

The Extensions under this **Section B** of the **Policy** are further extended by the Extension contained at General Condition 8.

SECTION C - PRODUCTS LIABILITY

Cover under this **Section C** is subject to the Conditions and Exclusions set out within this **Section C**, plus all the General Conditions and General Exclusions set out in the General Conditions and General Exclusions sections of the **Policy**.

Words and phrases starting with an upper case letter and printed in bold are defined in the Definitions section of the **Policy**.

Insuring Clause

We will cover **You** for all sums **You** become legally liable to pay for damages and claimant's costs, fees and expenses for accidental:

1. **Bodily Injury** to any person
2. **Damage to Property**

occurring during the **Period of Insurance** anywhere in the world and caused by or arising from any **Product Supplied**.

Limit of Liability

Our limit of liability for damages and claimant's costs, fees and expenses payable in respect of any occurrence and in the aggregate in respect of all occurrences during any one **Period of Insurance** shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section**.

Exclusions

We will not provide cover for liability:

1. in respect of **Bodily Injury** to any **Employee** arising out of and in the course of employment by **You** in connection with **Your Business**
2. in respect of **Damage** to or the costs or expenses of recalling, repairing, replacing, altering, removing or making any refund in respect of any **Product Supplied** caused by or arising from:
 - a. any defect in or the harmful nature of or the unsuitability for its intended purpose of such **Product Supplied**.
 - b. an error or fault in connection with the sale, supply or presentation of such **Product Supplied**.
3. caused by or arising from any **Product Supplied** whilst in **Your** custody or under **Your** control or the control of any **Employee**.
4. caused by or arising from any **Product Supplied** which to **Your** knowledge is for:
 - a. use in or on any aircraft or aerospace device.
 - b. aviation or aerospace purposes.
 - c. use in the safety or navigation of marine craft of any sort.
5. caused by or arising from any **Product Supplied** which to **Your** knowledge is for use in or supply to the United States of America or Canada.
6. arising from **Contractual Liability** other than liability arising out of a condition or warranty of goods implied by law but **We** will not in any event provide cover in respect of liquidated damages or liability under any penalty clause.
7. in respect of **Pollution or Contamination** occurring:
 - a. within the United States of America or Canada.
 - b. elsewhere than within the United States of America or Canada unless caused by a sudden, identifiable, unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the **Period of Insurance**.

Provided that in respect of any liability for which cover is not excluded under exclusion b. above:

- i. all **Pollution or Contamination** which arises out of one occurrence shall be deemed to have occurred at the time such occurrence takes place.
 - ii. **Our** liability for all damages, costs fees and expenses under this **Section** 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 amount stated in the **Schedule** as the Limit of Liability for this **Section**
8. caused by or arising from advice, design or specification **You** provided for a fee.

- 9a. in respect of mental injury, mental anguish or shock or fear of suffering death, **Bodily Injury**, illness or disease arising out of the actual, alleged or suspected presence or release of **Asbestos** or exposure to or inhalation of **Asbestos**.
- 9b. for the costs of management (including those of any persons under any statutory duty to manage), removal, mitigation, remediation, repair, alteration, recall, rectification, replacement or reinstatement of any **Property** or part thereof arising out of the presence of **Asbestos**.
- 10. for punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
- 11. arising from any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or from any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).
- 12. for the amount stated in the **Schedule** as being the Excess for this **Section** which shall apply in respect of each and every claim. Such amount shall be contributed by **You** or any party entitled to cover under this insurance before **We** assume any responsibility to make a payment for any claim hereunder.

Cover under **Section C** is also subject to the General Exclusions set out in the General Exclusions section of the **Policy**.

Conditions

1. Claims notification

In the event of an occurrence which may give rise to a claim under this **Section**:

You will:

- a. give written notice to **Us** as soon as reasonably practicable of any circumstance which may give rise to a claim under this **Section** with full particulars of such circumstance. All claims should be notified to **Us** using one of the methods described in the Customer Information Statements section near the beginning of this document.
- b. provide all additional information **We** may require within the time stipulated by **Us**.
- c. forward unanswered to **Us** as soon as reasonably practicable after they are received, every claim form, summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto.
- d. give notice in writing to **Us** as soon as reasonably practicable after **You** become aware of any impending prosecution, inquest or fatal accident inquiry.
- e. at all times and in addition to the obligations set out above forward such information to and co-operate with **Us** or **Our** appointed agents to allow **Us** to be able to comply with such relevant practice, directions and pre-action protocols as may be in force.
- f. carry out and permit to be taken any action which may be reasonably practicable to prevent further **Bodily Injury** and **Damage to Property**.
- g. give notice in writing to **Us** as soon as reasonably practicable after **You** become aware of any RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995) incident involving any person which may result in a claim hereunder.

2. Conduct and Control

It is a condition of this **Section** that no admission, offer, promise or payment shall be made or given by **You** or on **Your** behalf without **Our** written consent.

We shall be entitled if **We** so desire to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Our** benefit any claim for damages or otherwise.

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against **You** and **You** shall give all such information and assistance as **We** may require.

3. Discharge of Liability

We may at any time at **Our** sole discretion pay to **You** the Limit of Liability for this **Section** (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against **You** can be settled and **We** will not be under any further liability in respect of such claim or claims except for other costs and expenses for which **We** may be responsible incurred prior to such payment.

Cover under **Section C** is also subject to the General Conditions set out in the General Conditions section of the **Policy**.

Extensions

The terms of this **Section** and General Conditions and General Exclusions of this insurance apply to these Extensions and where no limit or maximum liability is stated in the Extension the Limit of Liability for this **Section** applies. This Extension applies only to this **Section C** of the **Policy**.

1. Cross Liabilities

If the **Insured** comprises more than one party **We** will provide cover to each such **Insured** in the same manner and to the same extent as if a separate insurance had been issued to each of them provided that nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for this **Section** regardless of the number of persons claiming to be covered.

EXTENSIONS TO SECTIONS A, B AND C

The terms of **Sections A, B and C** and the General Conditions and General Exclusions of this insurance apply to these Extensions and where no limit or maximum liability is stated in the Extensions the **Section** Limit of Liability applies.

These extensions apply to the Employers' Liability, Public Liability and Products Liability **Sections** (where those **Sections** are specified in the **Schedule** as being included) to the extent specified below.

1. Additional Activities

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

- a. the provision and management of catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of **Your Employees** and fire or security or first aid and ambulance services.
- b. the ownership, repair, maintenance and decoration of **Your** premises.
- c. private work carried out by any **Employee** with **Your** consent for any of **Your** directors or partners.
- d. participation in exhibitions, trade fairs, conferences and the like.
- e. sponsorship of events or organisations or entities or individuals.
- f. repair, maintenance or servicing of **Your** own mechanically propelled vehicles.
- g. provision of gifts and promotional material.

2. Consumer Protection Act 1987 and Consumer Rights Act 2015

We hereby agree to cover **You** under the Public Liability and Products Liability **Sections** for:

- a. costs and expenses incurred with **Our** written consent
- b. costs and expenses awarded against **You**

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under Part II of the Consumer Protection Act 1987 and similar legislation under the Consumer Rights Act 2015 which occurs during the **Period of Insurance** and where the circumstances of the alleged offence may be the subject of cover under this insurance.

We will not provide cover:

- a. for any fines or penalties imposed on **You**.
- b. for the amount stated in the **Schedule** as being the Excess for the applicable **Section**.
- c. where the prosecution results from a deliberate management decision, act or omission and which would knowingly or could reasonably have been expected by **You** to result in a liability or the committing of an offence under the Act.

Nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim is made.

3. Costs of Court Attendance

If any of the under mentioned persons attend court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to cover under this insurance **We** will pay **You** at the following rates per day for each day on which attendance is required:

- a. any of **Your** directors or partners - £500.
- b. any **Employee** - £250.

4. Cover for Other Persons

We will also provide cover as if a separate insurance had been issued:

- a. to **Your** legal personal representatives or the legal personal representatives of any other person entitled to cover under this insurance but only in respect of liability incurred by **You** or such other person
- b. to any **Principal** but only to the extent required by the contract for work and which arises solely out of the work performed for the **Principal** by **You** or on **Your** behalf but not any **Principal** who is located within the United States of America or Canada
- c. to any owner of plant hired to **You** but only to the extent required by the conditions of the contract of hire and not to any such owner who is located within the United States of America or Canada
- d. at **Your** request to:
 - i. any officer or member of **Your** catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of **Your Employees** and fire or security or first aid and ambulance services in their respective capacity as such but not any medical or dental practitioner in respect of medical or dental services provided
 - ii. any of **Your** directors or partners or **Employees** while acting in connection with **Your Business** in respect of liability for which **You** would be entitled to cover under this insurance if the claim for which cover is being sought had been made against **You**

provided that:

- i. any persons specified above shall as though they were **You** be subject to the terms Conditions and Exclusions of this insurance in so far as they can apply.
- ii. nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim is made regardless of the number of persons claiming to be covered.

5. Defence Costs and Expenses

We shall provide cover in respect of all costs and fees and expenses incurred with **Our** prior written consent in the defence or settlement of any claim for which cover is provided by this insurance including legal expenses:

- a. arising out of representation at any coroner's inquest or fatal accident enquiry
- b. arising out of the defence of any proceedings in any court in respect of matters which may form the subject of cover under this insurance including the defence of any charge of manslaughter

provided that:

- i. the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**.
- ii. **We** will not be liable for any fines or penalties imposed as a consequence of any such prosecution.

Any consent given by **Us** in relation to incurring defence costs shall cease if opinion is obtained from instructed solicitors or counsel stating that any of the following apply:

- i. there is no reasonable prospect of a defence to a prosecution relating to a. or b. above.
- ii. the defence of any such prosecution ceases to be relevant to the defence of any claim for damages for which cover is provided by this insurance.
- iii. the prosecution relates to a deliberate act or omission that is intended to cause **Bodily Injury**.

Depending upon which **Section** the claim for damages is being made, defence costs as provided for above:

- a. are included within the amount stated in the **Schedule** as the Limit of Liability for the Employers' Liability **Section**.
- b. will be payable in addition to the amounts stated in the **Schedule** as the Limit of Liability for the Public Liability **Section** and the Products Liability **Section**.

In respect of the Public Liability and Products Liability **Sections**, if a payment exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim attaches has to be made by **You** to dispose of the claim **Our** liability to pay any defence costs in connection therewith shall be limited to such proportion of the defence costs as the Limit of Liability bears to the amount paid to dispose of the claim.

6. Food Safety Act 1990 and The Food Safety and Hygiene (England) Regulations 2013

We hereby agree to cover **You** under the Public Liability and Products Liability **Sections** for:

- a. costs and expenses incurred with **Our** written consent
- b. costs and expenses awarded against **You**

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under Part II of the Food Safety Act 1990 and similar legislation under The Food Safety and Hygiene (England) Regulations 2013 which occurs during the **Period of Insurance** and where the circumstances of the alleged offence may be the subject of cover under this insurance.

We will not provide cover:

- a. for any fines or penalties imposed on **You**.
- b. for the amount stated in the **Schedule** as being the Excess for the applicable **Section**.
- c. where the prosecution results from a deliberate management decision, act or omission and which would knowingly or could reasonably have been expected by **You** to result in a liability or the committing of an offence under the Act.

Nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim is made.

7. General Data Protection Regulation

Notwithstanding General Exclusion 3 (Cyber), **We** will cover **You** for any compensation claim in respect of material or non-material damage where such damage occurs during the **Period of Insurance** and happens in connection with the **Business**.

Provided that **You**:

- a. have complied in all respects with **Your** obligations under the Data Protection (Charges and Information) Regulations 2018.
- b. are not in business as a computer bureau.
- c. are acting as a sole and independent controller in respect of the matter giving rise to the compensation claim.

We will not provide cover for:

- a. any claim in respect of material or non-material damage caused by any deliberate act or omission of **Yours**, where such material or non-material damage could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission.
- b. any claim in respect of material or non-material damage caused by any act of fraud or dishonesty.
- c. the costs and expenses of rectifying, rewriting or erasing data (including personal data).
- d. liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person.
- e. any regulatory fines or penalties imposed on **You**.
- f. any material or non-material damage caused by:
 - i. any deliberate, reckless or negligent act of any **Employee**.
 - ii. any failure by an **Employee** to act in accordance with **Your** internal policies, procedures and guidelines.

Our liability for all damages, costs fees and expenses under this extension shall not exceed £500,000 in the aggregate in any one **Period of Insurance**. This sum will form part of and not be in addition to the applicable Limit of Liability stated in the **Schedule**.

For the purposes of this extension:

- a. "GDPR" means the General Data Protection Regulation (EU) 2016/679.
- b. "compensation claim" means any sums which **You** become legally liable to pay as compensation to any data subject under and in accordance with Article 82 of the GDPR, or any equivalent legislation in the Isle of Man or the Channel Islands, or any similar or successor legislation, including the Data Protection Act 2018 (as may be amended from time to time).
- c. "controller" shall have the meaning given to it in Article 4 of the GDPR.
- d. "material or non-material damage" shall be interpreted in accordance with Article 82 of the GDPR.

8. Health and Safety at Work etc Act 1974

We hereby agree to cover **You** for:

- a. costs and expenses incurred with **Our** written consent
- b. costs and expenses awarded against **You** or **Your** director(s) or **Employee(s)**

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence occurring during the **Period of Insurance** under Sections 2-8 of the Health and Safety at Work Act 1974 or the Construction (Design & Management) Regulations 2015 or equivalent safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man.

We will not provide cover:

- a. for any fines or penalties imposed on **You**.
- b. for the amount stated in the **Schedule** as being the Excess for the applicable **Section**.
- c. where the prosecution results from a deliberate management decision, act or omission and which would knowingly or could reasonably have been expected by **You** to result in a liability or the committing of an offence under the Act.

Nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim is made.

9. Manslaughter and Culpable Homicide

We hereby agree to cover **You** for:

- a. costs and expenses incurred with **Our** written consent
- b. costs and expenses awarded against **You** or **Your** director(s) or **Employee(s)**

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence occurring during the **Period of Insurance**:

- a. of manslaughter or culpable homicide or
- b. of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 and where the circumstances of the alleged offence may be the subject of cover under this insurance.

We will not provide cover:

- a. for any fines or penalties imposed on **You**.
- b. for the amount stated in the **Schedule** as being the Excess for the applicable **Section**.
- c. where the prosecution results from a deliberate management decision, act or omission and which would knowingly or could reasonably have been expected by **You** to result in a liability or the committing of an offence under the Act.

Our liability for all damages, costs fees and expenses under this extension shall not exceed £1,000,000 in the aggregate in any one **Period of Insurance**. This sum will form part of and not be in addition to the applicable Limit of Liability stated in the **Schedule**.

SECTION D - CONTRACTORS ALL RISKS

Cover under this **Section D** is subject to the Conditions, Extensions and Exclusions set out within this **Section D**, plus all the General Conditions and General Exclusions set out in the General Conditions and General Exclusions sections of the **Policy**.

Words and phrases starting with an upper case letter and printed in bold are defined in the Definitions section of the **Policy**.

Insuring Clause

We will indemnify **You** by payment or, at **Our** option, reinstatement or repair in respect of **Damage to Property Insured** which is being used or is intended for use in connection with the works on any contract site which is the subject of this Policy:

1. arising from any cause not otherwise excluded;
2. occurring anywhere within the **Territorial Limits**; and
3. during the **Period of Insurance**.

Limit of Liability

The most **We** will pay under this **Section** for each item shall not exceed the **Sum Insured** for such item as stated in the **Schedule** for this **Section** or any limit specified in any Extension to this **Section**.

Exclusions

We will not cover **You** for:

1. contracts originally scheduled to be of longer duration than two (2) years (exclusive of the maintenance period) or contracts with an estimated contract value at inception exceeding £2,000,000 unless otherwise agreed by **Us**;
2. consequential loss, loss of use, penalties for delay or non-completion or liquidated damages or costs of any nature;
3. **Damage to**:
 - a. aircraft, aero spatial devices or hovercraft;
 - b. waterborne craft or vessels other than safety boats, non-self propelled craft or other craft up to 20 feet in length on or about the contract site;
4. **Damage to** mechanically propelled vehicles other than:
 - a. vehicles designed primarily to operate as tools of trade (which shall be deemed to include any plant primarily designed to operate on or about a contract site);
 - b. other vehicles brought on to a site for use only on such site;
5. costs rendered necessary by defects of material workmanship, design, plan or specification. Should **Damage** occur to any portion of the **Property Insured** containing any of the said defects, the cost of replacement or rectification which is hereby excluded is that cost which would have been incurred if replacement or rectification of the **Property Insured** had been put in hand immediately prior to the said **Damage**;

For the purposes of this **Section**, the **Property Insured** shall not be regarded as **Damaged** solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the **Property Insured** or any part thereof.

6. the cost of making good:
 - a. mechanical or electrical breakdown or derangement;
 - b. wear, tear, or gradual deterioration;
 - c. any form of corrosion, erosion, rust, oxidation or mildew howsoever the same may arise;

but this exclusion shall be limited to the parts immediately affected and shall not apply to accidental **Damage** arising in consequence thereof;

7. **Damage to** stock and materials in trade and/or materials for incorporation into the Contract Works whilst away from any contract site unless in transit;
8. **Damage to** cash, notes, postal and/or money orders, cheques, stamps or negotiable instruments of whatsoever nature or other securities for money;

9. **Damage** to any part of the **Property Insured** arising out of the works being taken into use or occupation (except for testing and commissioning when applicable) unless **You** give **Us** notice as soon as possible and agree to pay such additional premium as **We** may reasonably require. This Exclusion will not apply:
- to the use of any property as a show house with a value up to £250,000 and contents with a value up to £50,000; or
 - during the period of 14 days from the date of issue by the Engineer of a Certificate of Completion when a contract is subject to the Standard Conditions of Contract of the Institute of Civil Engineers or equivalent conditions of contract;
10. any loss of **Property Insured** either by disappearance or by shortage if such disappearance or shortage is only revealed when a routine inventory is made or is not traceable to an individual Occurrence;
11. **Damage** for which **You** are relieved of responsibility under the terms of any contract;
12. **Damage** arising from directional drilling operations unless specifically agreed by **Us**;
13. the cost of normal upkeep or normal making good;
14. **Damage** which under the terms or conditions of the contract is the responsibility of the employer or **Principal** (as applicable) unless **You** have agreed under the terms or conditions of the said contract to accept responsibility to indemnify or to arrange insurance on the employer's or **Principal's** behalf in respect of such liability or **Damage**;
15. **Damage** caused by **Your** wilful act or wilful negligence;
16. **Damage** to existing structures and/or existing property being worked upon unless specifically agreed by **Us**;
17. **Damage** arising from transits by sea or air except for roll on roll off ferries;
18. **Damage** caused by contamination of asbestos or asbestos dust;
19. **Damage** arising from **Terrorism** as follows;
Notwithstanding any provision to the contrary within this Policy or any endorsement hereto, unless an endorsement is issued that expressly overrides the provisions contained herein, the Policy does not provide indemnity:
- for **Damage by Terrorism** to any property whatsoever or any loss or cost or expense of whatsoever nature resulting or arising there from or any consequential loss
 - against any legal liability of whatsoever nature directly or indirectly caused by, resulting from or contributed to, by or arising from or in connection with:
 - any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
 - any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**;
- If **We** allege that by reason of this exclusion any liability, **Damage**, cost or expense or consequential loss is not covered by this Policy, the burden of proving the contrary shall be upon **You**.
20. **Damage** arising from contracts involving work in, on, over or adjacent to tidal waters, tunnels (but not cut and cover) and galleries with an estimated contract value greater than £25,000 unless specifically agreed by **Us**;
21. theft from unattended vehicles away from any contract sites, unless:
- in respect of items carried inside any such vehicle or contained within vehicle storage boxes:
 - the vehicle is secured by all factory fitted locks and alarm/immobiliser (where fitted); and
 - any externally mounted vehicle storage boxes are locked; and
 - the keys have been removed from the vehicle; or
 - the vehicle is garaged in a locked building or parked in a secure compound;
 - in respect of items carried upon or attached to any such vehicle:
 - the vehicle is garaged in a locked building or parked in a secure compound; or
 - the vehicle is in transit but there shall be no cover if the vehicle is parked overnight and the keys have not been removed from the vehicle;
 - in respect of theft from any Unsecure Location, when not in use irrespective of whether the items are in, on or attached to a vehicle;

An Unsecure Location shall be deemed to include driveways and public or private roads.

22. **Damage** to any contract or plant or equipment within the High Radio Active Zone (HRZ) of any nuclear installation;

23. any Damage to:

a. Data which shall include but shall not be limited to:

- i. loss, destruction, or corruption of Data whether in whole or in part;
- ii. unauthorised appropriation, use, access to, or modification of Data;
- iii. unauthorised transmission of Data to any third parties;
- iv. Damage arising out of any misinterpretation, use or misuse of Data; or
- v. Damage arising out of any operator error in respect of Data;

b. the **Property Insured** arising directly or indirectly from;

- i. the transmission or impact of any Virus;
- ii. unauthorised access to a System;
- iii. interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication;
- iv. Failure of a System; or
- v. any of the matters described in paragraph 23.a. above;

Damage to the **Property Insured** caused by; fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion except in Northern Ireland, strikers, locked-out workers, persons taking part in labour disturbances, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, accidental escape of water from any automatic sprinkler installation, subsidence, ground, heave or landslip, shall not be excluded by virtue of this exclusion, provided that such Damage does not arise by reason of any malicious act or omission or theft.

Definitions for the purposes of this exclusion only:

- a. 'Damage' means: accidental loss or destruction of or damage to the **Property Insured** and any accidental loss or destruction or damage to Data.
- b. 'Data' means: information represented or stored electronically including but not limited to code or series of instructions, operating systems, software, programs and firmware.
- c. 'Failure' of a System means: the complete or partial failure or inability whether in terms of availability, functionality and/or performance, or otherwise of a System, whether or not owned by **You**, to operate at any time as desired, as specified or as required in the circumstances of the **Your Business**.
- d. 'Microchip' means: a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers.
- e. 'System' means: including but not limited to computers, other computing and electronic equipment linked to computer hardware, electronic data processing equipment, Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation.
- f. 'Virus' means: programming code or series of instructions designed to achieve an unexpected, unauthorised, and/or undesirable effect or operation, when loaded onto a **System**, transmitted between **Systems**, by transfer between computer systems via networks, extranets, internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise, and whether involving self-replication or not;

24. any tandem lifting operation or any lifting operation which involves the use of two (2) or more cranes or other lifting devices used in tandem to lift any item(s) unless otherwise specifically agreed by **Us**;

25. **Damage** to free issue materials unless the value of such free issue materials is included in the declared turnover.

Cover under **Section D** is also subject to the General Exclusions set out in the General Exclusions section of the **Policy**.

Conditions

1. Automatic Reinstatement

In consideration of the **Sum Insured** not being reduced by the amount of any **Damage**, **You** will pay the appropriate additional premium calculated at pro rata of the applicable rate on the amount of the **Damage** from the date thereof to the expiry of the **Period of Insurance** such additional premium to be disregarded for the purposes of adjustment in accordance with General Condition 11, Premium Adjustment.

2. Claims

On the happening of any occurrence which may give rise to a claim under this **Section**, **You** must:

- a. give all information and assistance **We** may require.
- b. take all practicable steps to recover **Property Insured** lost and otherwise minimise the claim.
- c. within thirty days or such further time as **We** may allow in writing, deliver to **Us** a written claim providing at **Your** own expense all details, proofs and information regarding the cause and amount of **Damage** as **We** may reasonably require together with details of any other insurances on any **Property** covered by this insurance and (if demanded) a statutory declaration of the truth of the claim and/or any related matters.
- d. give **Us** notice in writing within seven days of **Damage to Property Insured** caused by riot or within seven days of discovery in the event of fraud or dishonesty by any of **Your** directors, partners or **Employees**.
- e. in respect of **Damage to Property Insured** caused by theft, riot, arson or wilful or malicious persons give immediate notice to the police authority, and take all practical steps to discover any guilty person or persons and recover the **Property**.

All claims should be notified to **Us** using one of the methods described in the Customer Information Statements section near the beginning of this document.

3. General Interest

This **Section** duly notes the interest of any Bank, Finance Company, Building Society and any other institution or concern that have a financial interest in the **Property Insured** by this **Section**.

4. Increase

If, during the **Period of Insurance**, the actual reinstatement value of the **Property Insured** shall be in excess of the **Sum Insured** stated in the **Schedule**, then the **Sum Insured** shall be deemed to be increased by the amount of such excess but not exceeding in all 110% of the **Sum Insured** stated in the **Schedule**.

5. Joint Code of Practice

- a. In respect of all contracts or work whose estimated value (including free issue materials) exceeds £1,000,000, **You** undertake to comply with the Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation Ninth Edition dated October 2015 (the Joint Code) or any subsequent edition thereof.
- b. **Our** appointed representative shall have the right at all reasonable times to enter and inspect any such contract site for the purpose of ensuring that the conditions of such sites or work in all respects comply with the Joint Code.
- c. For the purpose of Paragraph 6.3 of the Joint Code, any building site including those where demolition, alterations, fitting out, renovations, refurbishment, or repair work is carried out whose estimated value (including free issue materials) exceeds £20,000,000 shall be deemed to be a "Large Project".
- d. In the event of a breach of the Joint Code **We** may inform the employer or **Principal** and **Your** management of the nature of the breach and may specify the required remedial measures (the "Remedial Measures") and the reasonable period of time in which such Remedial Measures are to be completed. If **You** should fail to complete such Remedial Measures within the specified time **We** may confirm the same by notice in writing given by actual delivery or by registered post or by recorded delivery to both the employer and **You** at the respective addresses nominated at the inception of cover or as otherwise subsequently amended.
- e. Such notice shall be at **Our** discretion to either suspend or cancel this Policy from the date named in the notice, which shall not be less than 30 days from the date of delivery of such notice, it being understood this Policy may be reinstated with effect from the date on which **We** are satisfied that the Remedial Measures have been completed.
- f. This clause shall not in itself be considered a condition precedent to liability, but its inclusion shall not prejudice, waive or remove **Our** or **Your** rights under the terms, exceptions and conditions of this **Section**.

6. Occurrence

For the purposes of indemnity under this **Section** only, the word "Occurrence", and only where it appears capitalised, shall mean all individual losses arising out of and directly occasioned by one event. However, the duration and extent of any Occurrence so defined shall be limited to 72 consecutive hours starting from the first loss.

Cover under **Section D** is also subject to the General Conditions set out in the General Conditions section of the **Policy**.

Extensions

The terms of this **Section** and General Conditions and General Exclusions of this insurance apply to these Extensions. These Extensions apply only to this **Section D** of the **Policy**.

1. Continuing Hire Charges

Cover under this **Section** is extended to indemnify **You** in respect of **Your** legal liability for the payment of hiring charges in respect of plant hired in by **You** under Contractors Plant Association and/or British Crane Hire Corporation Conditions of Hire or conditions imposing similar liability whilst such plant is out of use following Damage for which cover is provided by this **Section** (or which would be provided hereunder but for the application of an excess clause).

We will not be liable under this extension for:

- a. liability for a period longer than three months or £50,000 whichever is the least; and
- b. the first 7 days such plant is out of use.

2. Debris Removal

This **Section** includes costs and expenses necessarily incurred in respect of removal of debris, dismantling, demolition (including off site storage), shoring, propping and clearance of drains and sewers following loss or damage insured up to 10% of the amount of the loss.

3. Employees' Effects

It is understood and agreed that for the purpose of this **Section**, Employees' Effects extends to include tools clothing and personal effects belonging to any:

- a. of Your directors or Employees; or
- b. clerk of works, resident engineer or his employee

whilst on or about any contract site.

4. European Union and Public Authorities Requirements

We will indemnify **You** for such additional costs of reinstatement of the works as may be incurred with **Our** prior written consent in complying with the stipulations of European Union legislation or building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority first imposed upon **You** following **Damage** provided that the reinstatement is completed within twelve months of the Occurrence of the **Damage** or within such further time as **We** may in writing allow.

Provided that **We** shall not be liable in respect of costs for:

- a. requirements relating to any undamaged part of the works other than foundations (unless foundations are specifically excluded from this **Section**);
- b. any rate, tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the regulations or requirements referred to.

5. Expediting Expenses

In the event of **Damage** to items (a) Contract Works and (b) Plant, Tools and Equipment, the cost of repair reinstatement or replacement admitted under this **Section** shall, subject to **Our** consent, include the additional costs of overtime, weekend shift working, plant hire charges, express delivery (including air freight) necessarily and reasonably incurred in expediting repair reinstatement or replacement of such **Damage** (but excluding any such costs to expedite the completion of any construction erection or installation of **Property** not **Damaged**) provided that **Our** liability shall not exceed £50,000 in respect of each and every loss or series of losses arising out of one originating cause.

6. Immobilised Plant

In the event of constructional plant and/or equipment becoming unintentionally immobilised in any physical situation in or about the site of an insured contract, the necessarily incurred cost of recovery and/or withdrawal shall be **Damage** within the meaning of this **Section**. Always provided that the total liability in respect of the actual **Damage** and the recovery cost shall not exceed the total value of the item at the time of the **Damage**. No indemnity shall be provided hereon in respect of the cost of recovery and/or withdrawal following electrical or mechanical breakdown or derangement where such is the sole reason for the recovery and/or withdrawal.

7. Maintenance

Where required by the contract governing the Contract Works, this **Section** includes **Damage**:

- a. occurring during the maintenance period (not exceeding twenty-four months unless otherwise agreed) from a cause arising before the issue of a certificate of practical completion; and
- b. occasioned by **You** in the course of fulfilling **Your** obligations during the maintenance period as required by the terms of the contract.

8. Negligent Breakdown

We will indemnify **You** in respect of liability assumed under Clause 9(d) of the Model Conditions for the Hiring of Plant of the Construction Plant-Hire Association or any similar liability assumed under the Scottish Plant Owners Association Conditions or other Conditions no more onerous than these.

9. New Activities and/or Subsidiaries

This **Section** will automatically include **Your** new activities and/or subsidiaries provided always that **We** have received notification within 30 days of the new or intended activity and/or subsidiary company and subject to such terms and conditions as **We** may require.

10. Offsite Storage

Notwithstanding exclusion 7. to this **Section**, **We** will indemnify **You** in respect of **Damage** to finished materials or goods designated for and awaiting incorporation into specific contract works while such goods are temporarily held In-store away from the contract site but not while such materials or goods are being worked upon subject to a limit of £50,000 any one Occurrence.

11. Plans

The Contract Works shall be deemed to include plans and specifications or other contract documentation of the works or temporary works but only for the cost of reproducing such plans specifications and documentation up to maximum limit of £10,000.

12. Professional Fees

This **Section** includes architects', surveyors', consulting engineers' and other professional fees necessarily incurred in connection with the reinstatement of the **Property Insured**. Provided that:

- a. such fees shall not exceed those authorised under the scale of the appropriate professional body or institute regulating such charges subject to a maximum of 15% of the estimated contract value or £250,000 whichever is the less;
- b. **We** will not provide indemnity against any fees incurred in preparing or pursuing any claim.

13. Speculative Housing

In the event of speculative housing being completed but unsold, cover under this **Section** shall continue for a period of six months unless otherwise agreed from the date of practical completion, but **Our** liability shall not exceed £250,000 any one Occurrence.

The Extensions under this **Section D** of the **Policy** are further extended by the Extension contained at General Condition 8.

GENERAL EXCLUSIONS

This part of the **Policy** sets out the General Exclusions applicable to the **Policy**. The following Exclusions apply to all **Sections** of this insurance unless stated otherwise.

We will not provide cover:

1. Avian influenza

for any claim directly or indirectly caused by, happening through, in consequence of or contributed to by avian influenza or any mutant variation thereof.

This insurance also excludes any claim:

- i. arising from any fear or threat (whether actual or perceived) of such avian influenza.
- ii. directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of such avian influenza.

If **We** allege that by reason of this exclusion, any claim is not covered by this insurance the burden of proving the contrary shall be upon **You**.

2. Communicable disease

for any loss, **Bodily Injury, Damage**, legal liability, cost or expense of whatsoever nature directly or indirectly arising out of, contributed to by or resulting from any Communicable Disease (as hereinafter defined), or any fear or threat (whether actual or perceived) of any Communicable Disease, or any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of any Communicable Disease.

For the purposes of this exclusion, Communicable Disease means any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly.

This exclusion does not apply to the Employers' Liability **Section**.

If **We** allege that by reason of this exclusion, any loss is not covered by this insurance, the burden of proving the contrary shall be upon **You**.

3. Cyber

for any loss, **Bodily Injury, Damage**, legal liability, cost or expense of any kind directly or indirectly caused by, arising from or consisting of (in whole or in part):

- i. the use or misuse of the internet or similar facility.
- ii. any electronic transmission of data or other information.
- iii. any computer virus, malicious code or similar problem.
- iv. use or misuse of any internet address, website or similar facility.
- v. any data or other information posted on a website or similar facility.
- vi. any loss of data or **Damage** to any computer system including but not limited to hardware or software.
- vii. the functioning or malfunctioning of the internet or similar facility or of any internet address, website or similar facility.
- viii. any infringement whether intentional or unintentional of any intellectual property rights (including but not limited to trademark, copyright or patent).
- ix. the use or operation of any computer, computer system, computer software programme or process or any other electronic system.

4. Date recognition

for loss, **Bodily Injury, Damage**, legal liability, cost or expense of whatsoever nature directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether **Your Property** or not:

- a. correctly to recognise any date as its true calendar date.
- b. to capture save or retain and/or correctly manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date.
- c. to capture save retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save or retain or correctly to process such data on or after any date.

but, under all **Sections** except the Public and Products Liability **Sections**, this shall not exclude subsequent **Damage** not otherwise excluded. Provided that nothing contained in this exclusion or any other provision or extension of this insurance shall be considered as extending **Our** liability to cover any costs and expenses, whether preventative, remedial or otherwise arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether **Your Property** or not

This exclusion does not apply to the Employers' Liability **Section**.

5. Mould

for any **Damage**, claim, cost, expense or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless of whether there is:

1. any **Damage** to insured **Property**.
2. any **Specified Peril** or cause, whether contributing concurrently or in any sequence.
3. loss of use, occupancy, or functionality.
4. any action required, including but not limited to repair, replacement, removal, clean up abatement, disposal, relocation or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in this insurance that provides insurance cover in whole or in part for these matters.

6. Northern Ireland

for **Damage** or consequential loss arising from such **Damage** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of **Damage** by fire or explosion), strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

7. Radioactive and other contamination

- a. for **Damage** to any **Property Insured** or any loss cost or expense whatsoever resulting or arising therefrom or any consequential loss; and/or
- b. for legal liability of whatsoever nature; and/or
- c. for any legal costs and expenses;

directly or indirectly caused by or contributed to by or arising from:

- i. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof.
- iii. any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter.
- iv. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this paragraph shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- v. any chemical, biological, biochemical or electromagnetic weapon.

In respect of the Employers' Liability **Section** this exclusion shall only apply in respect of the liability of any **Principal** or liability assumed under the terms of an agreement which would not have attached in the absence of such agreement.

8. Sanction limitation and exclusion

for any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European, Union United Kingdom or United States of America.

9. Sonic bang

for **Damage** occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds or any legal costs or expenses arising therefrom or relating thereto.

10. Terrorism

- a. for **Damage** to any **Property Insured** or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss; and/or
- b. legal liability of whatsoever nature; and/or
- c. legal costs and expenses;

caused by resulting from or in connection with:

- i. any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to this loss.
- ii. any action taken in controlling, preventing, suppressing or in any way relating to the act of **Terrorism**.

If **We** allege that by reason of this exclusion any loss, **Bodily Injury**, **Damage**, legal liability, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **You**.

In the event that any part of this exclusion is found to be invalid or unenforceable the remainder shall remain in force and effect.

This exclusion does not apply to the Employers' Liability **Section**.

11. War and similar risks

- a. for **Damage** to any **Property Insured** or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss; and/or
- b. for legal liability of whatsoever nature directly or indirectly caused by or contributed to by; and/or
- c. for legal costs and expenses;

arising from any of the following regardless of any other cause or event contributing concurrently or in any sequence to the **Damage**, cost, expense or liability:

- i. war invasion act(s) of foreign enemies hostilities or warlike operators (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power or confiscation or nationalisation or requisition by or under the order of any government or public or local authority.
- ii. any action taken in controlling preventing suppressing or in any way relating to i. above.

This exclusion does not apply to the Employers' Liability **Section**.

GENERAL CONDITIONS

This part of the **Policy** sets out the General Conditions applicable to the **Policy**. The following Conditions apply to all **Sections** of this insurance unless stated otherwise.

1. Alteration of Risk

The cover under this insurance will cease if after the commencement of this insurance:

- a. **Your** interest ceases other than by will or operation of the law
- b. **Your Business** is wound up, carried on by a liquidator or receiver or permanently discontinued

unless **We** agree in writing to continue this insurance.

2. Arbitration

If any difference shall arise as to the amount to be paid under this insurance (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions for the time being in force. Where any difference is by this condition to be referred to arbitration the making of any award shall be binding upon **You** and **Us**.

3. Assignment

You shall not assign any of the rights or benefits under this insurance and/or any **Section** of this insurance without **Our** prior written consent.

We will not be bound to accept or be affected by any notice of trust charge, lien or purported assignment or other dealing with or relating to this insurance and/or any **Section** of this insurance.

4. Cancellation

We may cancel this insurance at any time if there is a valid reason by providing **You** with 14 days notice of cancellation by recorded delivery letter to **Your** last known **Business** address and by providing a copy of such notice to **Your** broker or intermediary.

Valid reasons may include but are not limited to:

- a. **You** failing to co-operate with **Us** or failing to send **Us** information or documentation as required by the terms of this insurance where this significantly affects **Our** ability to process **Your** claim or deal with **Your** insurance.
- b. **You** fail to provide **Us** with correct information and fail to correct this when **We** ask **You** to.
- c. **Your** circumstances change which means **You** no longer meet **Our** criteria for providing insurance cover.
- d. **You** use threatening or abusive behaviour or language with **Our** staff or suppliers.

If this insurance is cancelled as provided for above and during the current **Period of Insurance** there have been no:

- a. claims made under this insurance for which **We** have made a payment
- b. claims made under this insurance which are still under consideration
- c. occurrences likely to give rise to a claim but yet to be reported to **Us**

You shall be entitled to the return of a proportionate part of the paid premium in respect of the unexpired **Period of Insurance** or if the premium has been based wholly or partly upon estimates the premium will be adjusted in accordance with the Premium Adjustment Condition.

If a claim has been submitted or there has been any occurrence(s) likely to give rise to a claim during the current **Period of Insurance** no refund of premium for the unexpired **Period of Insurance** will be given and any unpaid instalments of the full premium will become due for payment.

If **We** cancel **Your** insurance on the grounds of fraud **We** may not return any premium **You** have paid.

If this insurance is cancelled **You** must return to **Us** any current certificate of insurance that has been issued to **You** as a statutory requirement to provide evidence of cover.

5. Claims (Contribution)

In respect of the Employers' Liability, Public Liability and Products Liability **Sections**, if at the time of any occurrence to which those **Sections** apply there is or but for the existence of this insurance there would be any other insurance covering the same liability, **We** will not be liable under this insurance except in respect of any excess beyond the amount which would be payable under such other insurance had this insurance not been effected.

In respect of the other **Sections**, if at the time of **Damage** which forms the subject of cover under this insurance there shall be any other insurance covering such **Damage** or any part thereof **We** will not be liable for more than **Our** proportionate share thereof.

6. Claims (Subrogation)

You and any claimant under this insurance shall at **Our** request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by **Us** for the purpose of enforcing any rights and remedies or of obtaining relief or recourse from

other parties to which **We** shall be or would become entitled or subrogated upon **Our** making a payment under this insurance whether such acts and things shall be or become necessary or required before or after **We** make such payment.

7. Fraud

If **You** make a fraudulent claim under this insurance **We** will not be liable to pay **You** any sums in respect of the fraudulent claim. **We** may recover from **You** any sums that **We** have already paid to **You** in respect of the fraudulent claim. **We** may by notice to **You** treat this insurance as terminated with effect from the date of **Your** fraudulent act.

8. Housing Grants, Construction and Regeneration Act 1996

The cover provided by the Public Liability and Contractors All Risks **Sections** is extended to apply to any process of adjudication or decision of any adjudicator pursuant to the Act provided always that **You** agree to comply with the following:

a. **You will:**

- i. notify **Us** immediately upon receipt (and in no event later than two working days thereafter) of any notice of intention to refer a dispute to adjudication (a "Notice of Adjudication") or of the service by **You** of any Notice of Adjudication that amounts to a circumstance (whether under a process of adjudication or otherwise);
- ii. promptly forward to **Us** all information relating to any adjudication notified under i. above including copies of all documentation made available to **You** or subsequently by **You** to the adjudicator;
- iii. allow **Us** to appoint advisers or representatives and to have conduct (including the right but not the obligation to take over the conduct) of the adjudication as **We** deem appropriate and provide such assistance as **We** may reasonably require;
- iv. meet any request, direction or timetable of the adjudicator;
- v. satisfy **Us** that any dispute referred to adjudication is or would be the subject of indemnity under this Policy and that the decision reached by the adjudicator represents the award against **You** of a payment of money by **You** which constitutes compensatory damages which form the subject of such indemnity;
- vi. not agree to accept the decision of the adjudicator as finally determining the dispute without **Our** prior written consent;
- vii. in the event of a decision reached by the adjudicator that such an award as described in v. above is payable give **Us** every assistance in instituting legal proceedings (or arbitration if applicable in accordance with **Your** contract) in order to challenge, reopen, stay the enforcement of, or overturn such adjudicator's decision or otherwise to recover such award if the Underwriters deems it appropriate. **We** will have sole conduct of all such proceedings.

b. Any provisions relating to adjudications pursuant to the Act in any contract entered into by **You** shall:

- i. provide that the adjudicator must be independent of the parties to the contract;
- ii. not allow for any decision of the adjudicator to be binding or to determine any dispute finally;
- iii. not allow the adjudicator to disregard the legal entitlements of the parties in order to reach a decision based on commercial considerations;
- iv. not prohibit the assistance or representation by advisers or representatives (whether legally qualified or not) at any adjudication;
- v. not place any conditions upon the timing of commencement of legal or arbitration proceedings (other than adjudications pursuant to the Act).

We will have no liability under this extension, if **You** fail to comply with the above provisions, unless **You** show that non-compliance with this provision could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

9. Our rights

- a. **We** may enter any premises where **Damage** has occurred and take possession of or require to be delivered to **Us** any **Damaged** insured **Property** and deal with such **Property** in any reasonable manner.
- b. If **We** elect to replace, reinstate or repair any **Property** **We** shall only do so as far as circumstances permit and in a reasonably sufficient manner. In any case **We** will not pay more than the relevant **Sum Insured**.

10. Personal Protective Equipment

You must at all times ensure that:

- a. all **Employees** are made aware of the dangers of not using personal protective equipment including but not limited to by way of training;
- b. personal protective equipment is provided and signed for upon receipt by the **Employee**, except that disposable personal protective equipment does not need to be signed for; and
- c. a register is maintained which demonstrates compliance with the above including but not limited to demonstrating that **Employees** have received appropriate training.

In the event of a breach of this condition, **We** will have no liability under this Policy unless **You** show that the non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

11. Premium Adjustment

If the premium for any **Section** or any part thereof is based on estimates **You** will keep an accurate record containing all particulars relative thereto. **You** will allow **Us** to inspect such record on request and will supply such particulars as **We** may require within one month from the expiry of each **Period of Insurance**. The premium shall thereupon be adjusted by **Us** subject to any Minimum Premium as stated in the **Schedule** being

retained by **Us**.

At **Our** request **You** will supply an auditors certificate in support of such particulars.

If **You** fail to supply such particulars within the period stated by **Us We** will be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly.

12. Reasonable Precautions

It is a condition of this insurance that **You** shall take all reasonable care:

- a. to prevent any occurrence which may give rise to a claim under this insurance including but not limited to securing the premises whenever they are left unattended and ensuring that all locks, fastenings or other protective devices stipulated by or agreed with **Us** are in full operation.
- b. to maintain **Your** premises, plant and everything used in **Your 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.

13. Rights of Recourse

You will all times retain full rights of recourse against those parties supplying products or otherwise providing a service in connection with any **Product Supplied** or any component part thereof, unless **We** have agreed in writing to the waiver of such rights.

In the event of a breach of this condition, **We** will be entitled to refuse to pay, or reduce the amount **We** pay, for any claim under this Policy.

14. Rights of Third Parties

A person or company who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

15. Sub-Contractors

You must take all steps to ensure that all subcontractors that **You** engage maintain policies of insurance (with insurers other than **Us**) no less comprehensive than:

- a. employers' liability coverage with a limit of liability of not less than £5,000,000 any one occurrence;
- b. public liability coverage with a limit of liability equal to or greater than the limits provided by this Policy; and
- c. both such policies contain an Indemnity to **You** as principal.

You:

- a. shall obtain written evidence of the above; and
- b. shall not assume by agreement, any liability that would not have attached to **You** in the absence of such agreement, including but not limited to, the assumption of liability on behalf of any sub-contractor or the waiver of rights of recourse against any sub-contractor.

In the event of a breach of this condition, **We** will have no liability under this Policy unless **You** show that the non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.