



"We know you have a choice"

Combined Liability Policy

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Preamble and indemnity clause

In consideration of the Insured paying the Premium to the Insurer, the Insurer will, subject to the terms of this Policy, indemnify the Insured for:

- A** All sums which the Insured shall become legally liable to pay as damages within the Scope of Cover as defined in any Section to which this Policy applies and which arise in connection with the Business;
- B** Claimants' costs and expenses arising in respect of any claim against the Insured which may be the subject of indemnity under this Policy;
- C** All costs and expenses incurred by or with the written consent of the Insurer in respect of any claim against the Insured which may be the subject of indemnity under this Policy;
- D** Legal Representation Fees;
- E** Court Attendance Costs.

General definitions

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

- 1** Bodily Injury means death, injury, illness, mental injury, mental anguish or shock but not defamation
- 2** Business means, in addition to the description shown in the Schedule:
 - 2.1** the ownership and maintenance of premises which are also occupied by the Insured in the course of the Business;
 - 2.2** the provision and management of canteen, social, sports and welfare organisations for the Insured's Employees;
 - 2.3** the provision and management of first aid, fire and ambulance services;
 - 2.4** private work carried out with the consent of the Insured for any director, partner or senior official of the Insured by an Employee of the Insured;
 - 2.5** the repair and/or maintenance of vehicles or plant owned and used by the Insured;
 - 2.6** participation in exhibitions
- 3** Costs means any sum payable in accordance with **Sections B C D** or **E** of the Preamble and Indemnity Clause;
- 4** Court Attendance Costs means all costs and expenses incurred by any director, partner or Employee of the Insured, up to a maximum of £500 per day per director or partner up to a maximum of £250 per Employee, for each day on which attendance by any such person at a court or similar forum is requested by the Insurer in connection with a claim for which the Insured is entitled to indemnity under any Section of this Policy;

- 5** Employee means:
- 5.1** any person under a contract of service or apprenticeship with the Insured;
 - 5.2** any labour master or labour only sub-contractor or person supplied by any of them;
 - 5.3** any self employed person;
 - 5.4** any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Insured;
 - 5.5** any person participating in any Government or otherwise authorised work experience, training, study, exchange or similar scheme;
- while engaged in working for the Insured in connection with the Business;
- 6** Excess means the amount of each and every claim (excluding Costs) which the Insured shall retain as the Insured's own liability and is uninsured and which shall be reimbursed to the Insurer by the Insured for sums which the Insurer shall pay in respect thereof;
- 7** Goods means any goods or products (including containers, labelling, instructions or advice provided in connection therewith) which are sold, supplied, erected, repaired, altered, treated or installed by the Insured in the course of the Business in or from the Territorial Limits;
- 8** Insured means:
- 8.1** the person, persons or corporate body named as such in the Schedule;
 - 8.2** at the request of the Insured:
 - 8.2.1** any director or Employee of the Insured while acting on behalf of or in the course of their employment or engagement in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim against any such person had been made against the Insured;
 - 8.2.2** any officer, member or Employee of the Insured's social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such;
 - 8.2.3** any director, partner or senior official of the Insured in respect of private work carried out by any Employee of the Insured for any such person with the consent of the Insured;
 - 8.3** in the event of the death of the Insured, the personal representatives of the Insured in respect of liability incurred by the Insured;
- Provided that, if indemnity is extended to any party described in **8.2.1, 8.2.2, 8.2.3** or **8.3** of this General Definition 8, that party shall be subject to the terms of this Policy so far as they can apply and, in any event, the liability of the Insurer shall not exceed the Limit of Indemnity;
- 9** Insurer means the Authorised Insurer shown in the Schedule;

- 10** Legal Representation Fees means legal fees incurred with the written consent of the Insurer for representation of the Insured in any proceedings in a court or similar forum arising out of any death or alleged breach of statutory duty, the circumstances of which may be the subject of indemnity under this Policy;
- 11** Limit of Indemnity means the limit (inclusive of Costs) applicable to the relevant Section of this Policy as specified in the Schedule and is the maximum amount payable by the Insurer;
- 12** Offshore means from the time of embarkation by an Employee onto a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation by that Employee from a conveyance onto land upon return from an offshore rig or offshore platform;
- 13** Period of Insurance means the period specified in the Schedule and/or such other period(s) as agreed in writing by the Insurer;
- 14** Policy means and includes:
- 14.1** all information provided to the Insurer as part of a proposal for issue, renewal or amendment of or to the insurance set out in this document;
 - 14.2** all terms set out in this document;
 - 14.3** the Schedule, notices and other documents attaching from time to time;
 - 14.4** all endorsements incorporated in and issued from time to time for incorporation in this document;
- all of which shall be read together and constitute the contract of insurance;
- 15** Pollution means:
- 15.1** pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory, and
 - 15.2** all loss, damage or Bodily Injury directly or indirectly caused by such pollution or contamination;
- 16** Principal means the other party to a contract or agreement for whom the Insured is undertaking work or services;
- 17** Property means property which is both material and tangible;
- 18** Schedule means the most recent schedule forming part of this document which for the time being is in force;
- 19** Territorial Limits means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

General exclusions

- 1** The Insurer shall not indemnify the Insured for any liability which is assumed by the Insured by agreement unless such liability would have attached in the absence of such agreement.
- 2** The Insurer shall not indemnify the Insured under this Policy for any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - 2.1** ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - 2.2** the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

However, so far as Bodily Injury to any Employee which arises out of and in the course of his employment or engagement by the Insured, this General Exclusion 2 shall not apply in respect of:

- liability of any Principal;
- liability assumed by the Insured by agreement which would not have attached in the absence of such agreement.

- 3** The Insurer shall not indemnify the Insured under this Policy for any liability for:
 - 3.1** punitive, exemplary, aggravated or restitutory damages;
 - 3.2** multiple damages but this General Exclusion 3 shall not apply in respect of the original award of damages made prior to the application of the multiplier;
 - 3.3** any fine or penalty.
- 4** The Insurer shall not indemnify the Insured for any liability in respect of which the Insured is (or, but for the existence of this Policy, would be) entitled to indemnity under any other insurance except in respect of any excess beyond the amount which would have been payable under such insurance had this Policy not been effected.
- 5** The Insurer shall not indemnify the Insured for any liability relating to any rights of a person who is not a party to this Policy to enforce a term of this Policy and/or not to have this Policy rescinded, varied or altered without said person's consent by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 6** The Insurer shall not indemnify the Insured for any Bodily Injury or loss of or damage to Property arising out of any Pathogenic Organisms regardless of any other cause or event that contributed concurrently or in any sequence to that liability.

As used in this General Exclusion 6, Pathogenic Organisms means any bacteria, yeasts, mildew, virus, fungi, mould or their spores, mycotoxins or other metabolic products.

7 The Insurer shall not indemnify the Insured for any liability for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

7.1 any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

7.2 any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

For the purpose of this General Exclusion 7, an Act of 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 including the intention to influence any government and/or to put the public, or any section of the public, in fear.

If the Insurer alleges that, by reason of this General Exclusion 7, any loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

In the event any portion of this General Exclusion 7 is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

However, so far as Bodily Injury to any Employee which arises out of and in the course of the Employee's employment or engagement by the Insured, this General Exclusion 7 shall not apply up to the minimum statutory limits imposed under the relevant law relating to the compulsory insurance of liability to Employees.

8 The Insurer shall not indemnify the Insured under **Section 2** or **Section 3** of this Policy for any liability:

8.1 in respect of Bodily Injury sustained by any Employee which arises out of and in the course of the Employee's employment or engagement by the Insured;

8.2 directly or indirectly arising as a consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;

8.3 in respect of loss of or damage to Goods;

8.4 for any costs or expenses incurred in repairing, replacing, recalling or making any refund in respect of Goods;

8.5 in respect of Pollution;

8.6 of whatsoever nature directly or indirectly arising out of or relating to the failure of any computer data processing equipment or media, microchip, integrated circuit or similar device, other equipment or system for processing, storing or retrieving data or any computer software whether the property of the Insured or not to:

8.6.1 recognise correctly any date as its true calendar date;

8.6.2 capture, save, retain or correctly manipulate, interpret or process any data, information, command or instruction as a result of treating any date otherwise than as its true calendar date;

8.6.3 capture, save, retain or correctly process any data as a result of the operation of any programmed command which causes the loss of data or the inability to capture, save, retain or to process correctly such data on or after any date.

- 8.7** resulting from loss, distortion or erasure of computer system records:
- 8.7.1** whilst such records are mounted in or on any machine for use or processing unless such loss, distortion or erasure is caused by fire, lightning, aircraft or water damage or any negligent act or omission on the part of the Insured;
 - 8.7.2** caused by wear, tear, vermin or gradual deterioration;
 - 8.7.3** caused by climatic or atmospheric conditions or extremes of temperature;
 - 8.7.4** due to the presence of magnetic flux or due to loss of magnetism unless caused by lightning;
 - 8.7.5** due to defects in computer software.
- 8.8** arising directly or indirectly out of the transmission or receipt of:
- 8.8.1** a virus; and/or
 - 8.8.2** a program; and/or
 - 8.8.3** a code,
- that causes loss of or damage to any documents and/or computing system and/or prevents or impairs any computer system from performing and/or functioning accurately or properly.
- 8.9** caused by use or misuse of the Internet, extra-net and/or caused via the Insured's own website, Internet site, web-address and/or via the transmission of electronic mail or documents by electronic means.
- 8.10** arising, directly or indirectly, out of exposure to, inhalation of, or fears of the consequences of exposure to, or inhalation of, asbestos fibres or any derivatives of asbestos or any product containing any asbestos or derivatives.
- 8.11** arising out of the cost of cleaning up, or removal of, or damage to Property arising out of any asbestos, asbestos fibres or any derivatives of asbestos or any product containing any asbestos fibres or derivatives.
- 8.12** for Bodily Injury sustained by the Insured or any person Closely Related to the Insured.
- For the purposes of this General Exclusion, Closely Related means husband, wife, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.
- 8.13** relating to any loss, cost or expense arising out of:
- 8.13.1** the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of Electromagnetic radiation
- However, this exclusion does not apply to Bodily Injury or loss of or damage to Property caused by electric shock or electrocution or loss of or damage to Property caused by a power surge.
- 8.13.2** any demand, order, request or regulatory or statutory requirement that any Insured or others test for, monitor, remove, contain, treat, attenuate or neutralize, or in any way respond to, or assess the effects of, Electromagnetic radiation; or
 - 8.13.3** any claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, removing, containing, treating, attenuating or neutralizing, or in any way responding to, or assessing the effects of, Electromagnetic radiation.
- For the purpose of this General Exclusion, Electromagnetic radiation means electric field, magnetic field or electromagnetic field, microwave or radio frequency radiation; or radiation created by any electrical current, however generated.

Section 1 - employers' liability

1 Scope of cover under section 1

Bodily Injury to any Employee arising out of and in the course of their employment or engagement by the Insured and caused during the Period of Insurance:

1.1 in the Territorial Limits or

1.2 whilst temporarily outside the Territorial Limits provided that:

1.2.1 any such Employee is ordinarily resident in the Territorial Limits;

1.2.2 the Insurer shall not provide indemnity in respect of any amount payable under Workmen's Compensation, Social Security or Health Insurance legislation.

2 Limit of indemnity to section 1

The liability of the Insurer in respect of all claims arising out of one original cause shall not exceed the Limit of Indemnity irrespective of the number of claims or claimants.

3 Exclusions from section 1

3.1 The Insurer shall not indemnify the Insured under this Section for Bodily Injury to an Employee if, at the relevant time, the Employee is:

3.1.1 travelling as a passenger in or on a motor vehicle;

3.1.2 entering, getting on to or alighting from such a vehicle;

in circumstances where compulsory insurance or security in respect of the vehicle is required by relevant road traffic legislation and such Employee is not acting in the capacity of the driver of the vehicle.

3.2 The Insurer shall not indemnify the Insured under this Section for liability arising Offshore.

4 Rights of recovery under section 1

The indemnity 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 in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man may require but the Insured shall repay to the Insurer all sums paid by the Insurer which the Insurer would not have been liable to pay but for the provisions of such law.

5 Extensions to section 1

Unless expressed to the contrary, the Extensions to this Section are subject to all other terms of this Policy so far as they can apply.

5.1 Unsatisfied court judgments

In the event of a judgment for damages being obtained in the first instance under the jurisdiction of a court in the Territorial Limits by any Employee or the personal representatives of any Employee in respect of Bodily Injury arising out of and in the course of the Employee's employment or engagement by the Insured, at the request of the Insured, the Insurer will pay to the Employee or the personal representatives of the Employee the amount of any damages or awarded costs to the extent that they remain unsatisfied six months after the date of judgment.

Provided that:

- 5.1.1 there is no appeal outstanding;
- 5.1.2 the judgment relates to Bodily Injury which would otherwise be within the Scope of Cover of this Section of this Policy;
- 5.1.3 any payment made by the Insurer shall only be in respect of liability for which the Insured would have been entitled to indemnity under this Section of this Policy if the judgment had been made against the Insured;
- 5.1.4 the Insurer shall be entitled to take over and prosecute for its own benefit any claim against any other party and the Insured, the Employee or the personal representatives of the Employee shall give all information and assistance required;
- 5.1.5 **Section 1** is operative at the time such Bodily Injury is caused.

Section 2 - public liability

1 Scope of cover under section 2

- 1.1 accidental Bodily Injury to any person;
- 1.2 accidental loss of or damage to Property

happening during the Period of Insurance anywhere within:

- 1.3.1 the Territorial Limits;
- 1.3.2 any member country of the European Union outside of the Territorial Limits where any person is temporarily engaged in connection with the Business of the Insured;
- 1.3.3 the rest of the world other than the United States of America or Canada arising out of non-manual business visits by directors or Employees in connection with the Business of the Insured.

Provided that, in respect of 1.3.2 and 1.3.3 such person is ordinarily resident within the Territorial Limits.

2 Limit of indemnity to section 2

The liability of the Insurer in respect of all claims arising out of one original cause shall not exceed the Limit of Indemnity irrespective of the number of claims or claimants.

3 Exclusions from section 2

The Insurer shall not indemnify the Insured under this Section for:

- 3.1 liability for loss of or damage to Property belonging to the Insured or in the custody or control of the Insured or of any Employee other than:
 - 3.1.1 Property belonging to an Employee or visitor;
 - 3.1.2 any premises including contents (not being premises leased to the Insured) which are temporarily occupied by the Insured for the purpose of carrying out work in or to such premises;
- 3.2 the amount of any Excess shown in the Schedule;
- 3.3 liability caused by any Goods after they have ceased to be in the custody or control of the Insured other than food or drink for consumption on the Insured's premises;
- 3.4 liability arising from the ownership, possession or use under the control of the Insured or of any Employee of:
 - 3.4.1 any mechanically propelled vehicle.

However this part of this Exclusion shall not apply in respect of Bodily Injury or loss of or damage to Property arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by relevant road traffic legislation and the Insured is not entitled to indemnity under any other insurance or indemnity;
 - 3.4.2 any aircraft or other aerospace device, hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length or pontoons);

3.5 liability caused by or arising from:

3.5.1 advice, design or specification given for a fee;

3.5.2 Professional Services rendered;

by or on behalf of the Insured;

3.6 liability for loss or damage arising as a direct result of the failure of the Insured to fulfil its contractual obligations.

4 Extensions to section 2

Unless expressed to the contrary, the Extensions to this Section are subject to all other terms of this Policy so far as they can apply.

4.1 Defective premises

The Insurer will indemnify the Insured under this Section for liability in respect of Bodily Injury or loss of or damage to Property arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of any premises previously owned or occupied by the Insured for purposes pertaining to the Business and which have since been disposed of by the Insured.

However this indemnity shall not apply in respect of loss of or damage to or any costs or expenses incurred in repairing, replacing or making any refund in respect of any such premises.

4.2 Obstruction and loss of amenities etc

The Insurer will indemnify the Insured under this Section for liability in respect of accidental obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water.

4.3 Leased premises

The Insurer will indemnify the Insured under this Section for liability for loss of or damage to premises or fixtures or fittings thereof which are leased to the Insured.

However this indemnity shall not apply in respect of liability for:

4.3.1 loss or damage if the liability is assumed under any tenancy or other agreement and would not have attached in the absence of such agreement;

4.3.2 the first £500 of such loss or damage caused otherwise than by fire or explosion.

4.4 Contingent motor liability (non-owned vehicles)

Notwithstanding the provisions of **Exclusion 3.4.1** from **Section 2**, the Insurer will indemnify the Insured under this Section in respect of legal liability for Bodily Injury and loss of or damage to Property arising out of the use of any motor vehicle, which is neither the property of nor provided by the Insured, being used in connection with the Business.

However, this indemnity shall not apply in respect of:

- 4.4.1** loss of or damage to any such vehicle;
- 4.4.2** Bodily Injury or loss of or damage to Property while such vehicle is being driven by the Insured;
- 4.4.3** Bodily Injury or loss of or damage to Property while such vehicle is being driven with the general consent of the Insured or of his representative by any person who, to the knowledge of the Insured or such representative, does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence;
- 4.4.4** liability arising from circumstances in which it is compulsory for the Insured to insure or provide security in respect of such vehicle as a requirement of relevant road traffic legislation;
- 4.4.5** a vehicle being used outside the Territorial Limits.

For the purposes of this Extension the Insured shall be as defined in **General Definition 8.1** only.

4.5 USA/Canada public liability

The Insurer will indemnify the Insured under this Section for liability in respect of Bodily Injury or loss of or damage to Property happening anywhere within the United States of America or Canada arising out of non-manual business visits by directors or Employees,

Provided that:

- 4.5.1** such directors and Employees are ordinarily resident in the Territorial Limits;
- 4.5.2** the Insurer shall not indemnify the Insured under this Extension for liability in respect of Pollution.

4.6 Data protection act

The Insurer will indemnify the Insured under this Section for all sums which the Insured shall become legally liable to pay as a result of any claim under Section 13 of the Data Protection Act 1998 not otherwise insured hereunder and first made against the Insured during the Period of Insurance,

Provided that:

- 4.6.1** with regard to this Extension, the Limit of Indemnity stated in the Schedule shall apply in respect of the total of all claims made during the Period of Insurance;
- 4.6.2** the Insured has been accepted and registered by the Data Protection Registrar;
- 4.6.3** the Insurer shall not provide indemnity:
 - 4.6.3.1** for the first £500 or 10% of each claim, whichever is the greater amount;
 - 4.6.3.2** for liability arising from a deliberate act or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected;
 - 4.6.3.3** for the costs of replacing, reinstating, rectifying or erasing any personal data;
 - 4.6.3.4** for liability caused by or arising from the recording, processing or provision of data for reward or the determining of the financial status of a person;
 - 4.6.3.5** for liability in respect of Bodily Injury or loss of or damage to Property.

4.7 Overseas personal liability

Cover extends to include the Insured, Director, Partner, Employer or their spouses or children in respect of their personal liability whilst on a business trip abroad,

The Insurer will within the terms of this Section indemnify

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

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

Provided that:

- 1)** any person entitled to indemnify under this Section Extension shall as though they were the Insured be subject to the terms Exceptions and Conditions of this Policy insofar as they can apply
- 2)** nothing in this Section Extension shall increase the liability of the Insurer to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

Section 3 - products liability

1 Scope of cover under section 3

- 1.1 accidental Bodily Injury to any person;
- 1.2 accidental loss of or damage to Property

happening anywhere in the world during the Period of Insurance and caused by any Goods.

2 Limit of indemnity to section 3

The liability of the Insurer for all sums payable in respect of any one Period of Insurance shall not exceed the Limit of Indemnity.

3 Exclusions from section 3

- 3.1 The Insurer shall not indemnify the Insured under this Section for liability caused by or in connection with any
 - 3.1.1 Goods which, to the knowledge of the Insured, are sold, supplied, erected, repaired, altered, treated or installed by the Insured in or for delivery or use in the United States of America or Canada;
 - 3.1.2 Goods, which are sold, supplied, erected, repaired, altered, treated or installed in or for use in or on any aircraft, aerospace device, hovercraft or waterborne craft or for marine or aviation purposes;
 - 3.1.3 Goods which are in the custody or control of the Insured;
 - 3.1.4 loss of or damage to Property if such loss or damage is a direct result of the failure of Goods to perform the function for which they were supplied by the Insured.
- 3.2 The Insurer shall not indemnify the Insured under this Section for the amount of any Excess shown in the **Schedule**.

4 Extension to section 3

Unless expressed to the contrary, the Extensions to this Section are subject to all other terms of this Policy so far as they can apply.

4.1 Consumer protection act and food safety act

The Insurer will indemnify the Insured and, at the request of the Insured, any director, partner or Employee of the Insured, in respect of legal costs and expenses incurred with the Insurer's written consent in the defence of any criminal proceedings brought for a breach of Part II (two) of the Consumer Protection Act 1987 or part 11 (eleven) of the Food Safety Act 1990, including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings, and prosecution costs awarded in connection therewith.

Provided that:

- 4.1.1** the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in connection with the Business;
- 4.1.2** the Insurer shall not provide indemnity in respect of:
 - 4.1.2.1** any circumstance for which indemnity is provided by any other insurance;
 - 4.1.2.2** proceedings consequent upon a deliberate act or omission by or of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected;
 - 4.1.2.3** proceedings which arise out of any activity or risk excluded from this Policy;
- 4.1.3** the director, partner or Employee shall, as though they were the Insured, be subject to the terms of this Policy as far as they can apply.

General extensions

Unless expressed to the contrary, these General Extensions are subject to all other terms of this Policy so far as they can apply.

1 Health and safety at work act

The Insurer will provide indemnity to the Insured and, at the request of the Insured, any director, partner or Employee of the Insured, in respect of legal costs and expenses incurred with the Insurer's written consent in the defence of any criminal proceedings brought for a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings, and prosecution costs awarded in connection therewith.

Provided that:

- 1.1** the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in connection with the Business;
- 1.2** the Insurer shall not provide indemnity in respect of:
 - 1.2.1** any circumstance for which indemnity is provided by any other insurance;
 - 1.2.2** proceedings consequent upon a deliberate act or omission by or of any person entitled to indemnity under this General Extension 1 if the result thereof could reasonably have been expected;
 - 1.2.3** proceedings which arise out of any activity or risk excluded from this Policy;
 - 1.2.4** proceedings which relate to the health, safety or welfare of any Employee unless **Section 1** is operative at the time when the offence was alleged to have been committed;
 - 1.2.5** proceedings which relate other than to the health, safety or welfare of any Employee and other than to Goods unless **Section 2** is operative at the time when the offence was alleged to have been committed;
 - 1.2.6** proceedings which relate to Goods unless **Section 3** is operative at the time when the offence was alleged to have been committed;
- 1.3** the director, partner or Employee shall, as though they were the Insured, be subject to the terms of this Policy as far as they can apply.

2 Contractual liability and indemnity to principal

Notwithstanding the provisions of **General Exclusion 1**, the Insurer will indemnify the Insured under any Section of this Policy for liability in respect of Bodily Injury or loss of or damage to Property as follows:

To the extent that any contract or agreement entered into by the Insured with any Principal so requires, the Insurer will indemnify the Insured for liability assumed by the Insured and the Principal in like manner to the Insured in respect of the liability of the Principal where liability arises out of the performance by the Insured of such contract or agreement.

Provided that:

- 2.1** the conduct and control of claims is vested in the Insurer;
- 2.2** the Principal shall observe, fulfil and be subject to the terms of this Policy so far as they can apply;
- 2.3** the indemnity shall not apply in respect of liquidated damages or under any penalty clause;
- 2.4** the indemnity granted under **Section 1** of this Policy shall only apply in respect of liability to any person who is an Employee of the Insured;

- 2.5** where indemnity is granted to any Principal, the Insurer will treat each Principal and the Insured as though a separate Policy had been issued to each of them;
- 2.6** nothing in this General Extension 2 shall increase the liability of the Insurer to pay any amount in excess of the Limit of Indemnity under any Section of this Policy.

3 Cross liabilities

If the Insured named in the Schedule comprises more than one party, the Insurer will, under Section 2 and Section 3, treat each party as though a separate Policy had been issued to each of them.

However nothing in this General Extension 3 shall increase the liability of the Insurer to pay any amount in excess of the Limit of Indemnity under any Section of this Policy.

4 Sudden and unintended pollution

Notwithstanding the provisions of **General Exclusion 8.5** the Insurer will indemnify the Insured under **Section 2** or **Section 3** of this Policy for legal liability in respect of Bodily Injury or loss of or damage to Property caused solely by Pollution:

- which results from a sudden, identifiable, unintended and unexpected incident and
- such incident takes place in its entirety at a specific and identified time and place during the Period of Insurance.

Provided that:

- 4.1** all Pollution which arises out of any one incident shall be deemed to have occurred at the time such incident takes place;
- 4.2** the Insurer shall not indemnify the Insured under this General Extension 4 for any liability in respect of Pollution happening anywhere in the United States of America or Canada;
- 4.3** the liability of the Insurer for all amounts payable under this General Extension 4 in respect of all Pollution which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the amount stated in the Schedule as the Limit of Indemnity for **Section 2**.

For the purpose of clarification any claims made under this General Extension 4 in respect of Pollution arising out of or from Goods shall be deemed to form part of and not be in addition to the aggregate Limit of Indemnity applicable to **Section 3**.

General conditions

1 The Insured shall:

- 1.1** give immediate notice in writing to the Insurer of any alteration which materially affects the risk insured;
- 1.2** give immediate notice to the Insurer of anything which may give rise to a claim being made against the Insured and for which there may be liability under this Policy.

The Insured shall also provide the Insurer with such particulars as the Insurer may require and forward to the Insurer immediately on receipt every letter, writ, summons and process in connection therewith;

- 1.3** give immediate notice in writing to the Insurer once the Insured has knowledge of any impending prosecution, inquest or fatal accident inquiry in connection therewith;
- 1.4** give all information and assistance required and neither make any admission of liability nor any offer, promise or payment without the written consent of the Insurer;
- 1.5** take all reasonable care to:
 - 1.5.1** prevent accidents and to maintain all premises, plant and equipment and everything used in the Business of the Insured in proper repair;
 - 1.5.2** employ only competent Employees;
- 1.6** act in accordance with all statutory obligations and regulations;
- 1.7** forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances require;
- 1.8** where the premium is calculated on statements and estimates furnished by the Insured:
 - 1.8.1** keep complete and accurate records of all relevant particulars;
 - 1.8.2** at any reasonable time allow the Insurer to inspect such records;
 - 1.8.3** within one month of the expiry of each Period of Insurance, furnish to the Insurer such information as the Insurer requires for such expired period and, in that event, shall pay to or be allowed by the Insurer such difference in premium as shall be calculated by the Insurer for that period subject to any agreed minimum premium;
- 1.9** pay any tax due on the Premium in accordance with current legislation;
- 1.10** observe the terms of this Policy in so far as they relate to anything to be done or to be complied with by the Insured.

Nothing in parts 1.5.1, 1.5.2, 1.6, 1.7, or 1.10 of this General Condition 1 shall affect the right of the Insured to claim indemnity under Section 1 of this Policy subject to the Rights of Recovery as set out in that Section of this Policy.

- 2** The Insurer shall be entitled at any time and at its own discretion:
- 2.1** to take over and conduct in the name of the Insured the defence of or the settlement of any claim and to prosecute at its own expense and for its own benefit, any claim for indemnity or damages against any other parties or persons;
 - 2.2** to pay to the Insured the Limit of Indemnity less any Costs incurred by the Insurer or any lesser sums for which any claim or claims under any Section of this Policy can be settled. In that event the Insurer shall not be under any further liability;
 - 2.3** to cancel this Policy by sending thirty days' notice by recorded delivery post to the Insured at his last known address. In such event the Insured shall become entitled either to a return of premium or a credit as appropriate of a proportionate part of the premium corresponding to the unexpired Period of Insurance.
- 3** Notwithstanding the Provisions of **General Condition 2.3**, if the Insurer agrees to accept the premium under this Policy by instalments then, in the event of any default in payment of any instalment by the Insured, the full outstanding balance of premium shall become payable immediately. If the Insured then fails to pay such amount within seven days of the Insurer's notice to the Insured of the default in payment, the Insurer may cancel this Policy by seven days' notice in writing to the Insured.
- 4** The truth of statements, answers and information supplied in connection with this Policy shall be a condition precedent to any liability of the Insurer to make any payment under this Policy.
- Nothing in this General Condition 4 shall affect the right of the Insured to claim indemnity under Section 1 of this Policy subject to the Rights of Recovery as set out in that Section of this Policy.**
- 5** Where the context allows, any word or expression to which a specific meaning has been attached in any part of this Policy shall bear that meaning wherever it may appear.
- 6** There is a choice of law under this insurance but, unless otherwise agreed by the Insurer, the applicable law of this Policy shall be English law, or Scottish Law if the registered address of the Insured is in Scotland.
- 7** All matters in difference between the parties arising under, out of or in connection with this Policy shall be referred to arbitration in accordance with the ARIAS Arbitration Rules in force at the date of commencement of the arbitration. Unless the parties appoint a sole arbitrator within 14 days of one receiving a written request from the other for arbitration, the dispute will be referred to three arbitrators, who shall be persons (including those who have retired) with not less than ten years' experience of insurance or reinsurance as persons engaged in the industry itself. The place of arbitration shall be London.
- 8** The Insurer's obligations under contracts of insurance to which it subscribes are several and not joint and are limited solely to the extent of its individual subscriptions. The Insurer is not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.
- 9** Any enquiry or concern should be addressed in the first instance to the Insured's Broker. If the Insured remains dissatisfied and wishes to make a complaint, the Insured may write to the Managing Director.

Complaints procedure

It is our intention to provide you with a first class service. However, there may be occasions when you feel that this objective has not been achieved. If you are dissatisfied with any aspect of the service that you receive, please contact either your usual insurance adviser or

Please state the nature of your complaint. Quote the policy and/or claim number, the name of any claim handling organisation with whom you have been dealing and their reference number.

You will receive an acknowledgement within 5 working days of receipt of your complaint together with a detailed timetable of the actions we will take to investigate/handle your complaint.

If after taking this action you are dissatisfied with our response please write to:-

If the matter is not resolved to your satisfaction you may request assistance from:-

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall, London, E14 9SR

Email: enquiries@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Tel: 0845 080 1800

Appendix A

1. BFSC/Concessionaires conditions

The insured hereby warrants that it shall:

- a) As a specific condition of its engagement of any Sub Contractor require such Sub Contractor to effect and maintain throughout the period of such engagement , adequate and suitable Insurance in respect of legal liabilities arising in connection with the Contracted Work;
- b) Satisfy itself that the Insurance required by (a) Hereof is so effected and maintained

2. Excluding Injury to Feelings

Liability arising from any acts resulting in the embarrassment to any individual or group following an accidental or deliberate act by a member of staff or member of the public is excluded.

3. Excluding damage to the ground

The Company will not indemnify the Insured in respect of liability arising from damage to the ground upon which marquees and associated equipment are erected.

4. Excluding heat work away

All liability in connection with the use of welding, heating, burring or flame cutting equipment away from the Insured's premises is expressly excluded from the indemnity granted by this policy.



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