

Commercial Liability Insurance

Insurance Product Information Document



Company: Burns & Wilcox Limited

Burns & Wilcox Limited Registration Number 467933. Registered in England at Upper Ground Floor, Mincing Lane, London EC3R 7AA. Burns & Wilcox is a member of the Financial Ombudsman Service (FoS) and is authorised and regulated by the Financial Conduct Authority (FCA) – Registration Number: 6185834

This document provides a summary of the key information relating to the standard terms and conditions of this Commercial Liability Insurance Policy. Complete pre-contractual and contractual information on the product is provided in the full policy document and you should also check the schedule for any endorsements that change the scope of the cover.

What is this type of insurance?

This is an insurance policy for commercial organisations which provides legal liability cover to employees, to members of the public and arising out of any products supplied.



What is insured?

You can choose from the following sections. Please refer to the policy schedule for details of limits of indemnity provided.

Employers' Liability cover includes

- ✓ Legal liability as an employer for damage and costs in the event of an employee sustaining bodily injury during the course of their employment.

Public Liability cover includes

- ✓ Legal liability for damages and costs in the event of bodily injury, accidental damage or loss of property, obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water arising out of the activities of your business

Products Liability cover includes

- ✓ Legal liability for injury loss or damage where the product supplied was at fault.



What is not insured?

- × Losses that occurred prior to the commencement of the insurance policy
- × Losses, (excluding Employer's Liability) in any way attributable to coronavirus or mutations thereof and any infectious disease designated or treated as a pandemic by the WHO
- × Losses resulting from war, radioactive and/or nuclear fuel or waste
- × Losses arising from damage destruction distortion corruption erasure or alteration of electronic data
- × Any claim that may expose Burns & Wilcox to any sanction, prohibition or restriction by UK, EU or US trade regulations
- × Any liability arising from companies domiciled outside the UK
- × Any liability arising from bodily injury claims arising out of offshore work or visits
- × Any liability arising from compulsory cover required by road traffic legislation
- × Public and Products Liability cover arising from professional services provided for a fee
- × Public and Products Liability cover arising out of the ownership, possession or use of any aircraft, hovercraft, offshore installation or watercraft
- × Public and Products Liability cover arising from asbestos, asbestos products and aircraft components
- × Public and Products Liability cover arising from pollution and contamination unless caused by a sudden identifiable unintended and unexpected incident
- × Public and Products Liability cover arising from exports to North America unless specifically agreed otherwise
- × Damage to any property in the Insured's care custody and control
- × Costs incurred in the recalling or making refunds in respect of any products



Are there any restrictions on cover?

- ! The excess(es) shown in the quotation and schedule
- ! Employer's Liability cover for Asbestos and Terrorism is limited to £ 5,000,000 and £ 5,000,000 respectively
- ! Public and Products Liability cover for Pollution and Terrorism is limited to £ 2,000,000 and £ 2,000,000 respectively
- ! The compensation under Employer's Liability (including legal costs) will not be greater than the limit of indemnity stated in the quotation and schedule
- ! The compensation under Public or Products Liability (including legal costs) will not be greater than the limit of indemnity stated in the quotation and schedule



Where am I covered?

- ✓ Employers' Liability : United Kingdom and in respect of bodily injury to any employee normally resident within the United Kingdom and occurring during any business journey or temporary visit
- ✓ Public and Products Liability : Anywhere in the world but excluding the United States of America its territories or possessions or Canada except as otherwise agreed



What are my obligations?

- You must answer our questions honestly and with reasonable care when you take out, make changes to and/or renew your policy
- You must tell us, via your intermediary, as soon as reasonably possible if any of the details you have told us change
- You must take reasonable steps to prevent or reduce loss or damage and following an incident which may give rise to a claim You must immediately minimise all potential loss
- You must tell us, directly or via your intermediary, of any event which may result in a claim and a detailed statement of claim for any damage, bodily injury, personal injury and nuisance must be submitted within 30 days
- You must co-operate fully with any claims investigation, pass on to us unanswered, directly or via your intermediary, any legal correspondence and information relevant to the claims
- You must not at any time admit liability or attempt to negotiate the claim without Burns & Wilcox's written agreement



When and how do I pay?

You must pay in full, via your intermediary, the premium amount due within 60 days of inception of the policy.



When does the cover start and end?

The cover starts on the date that we have agreed with you (as shown in the quotation and policy schedule) and normally lasts 12 months. We will send you notice when your policy is approaching renewal.



How do I cancel the contract?

You can cancel this policy or any section thereof at any time by notice by registered letter to Burns & Wilcox's registered office in which event you may, at the discretion of Burns & Wilcox receive a return of premium. Such return premiums shall be calculated in accordance with Burns & Wilcox's customary short period rates.

If you purchased your policy through an insurance intermediary, please contact them in the first instance.

Burns & Wilcox

Liability

Policy Wording

BW LP vACCJan24

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Introduction to your Liability Policy

This document and its attachments form your Policy and between them set out what is and isn't covered by your Policy. It is important that you read it all carefully, to make sure that the insurance covers you've bought actually provide the level of protection you need. You should bear in mind that your needs can change over time as your Business develops. If they do, it's important that you let your broker, intermediary or agent know so that we can update your Policy.

If you require advice on any aspect of your policy please speak to your usual insurance adviser.

How to make a claim

Notice to the Company under Clause 2.7 shall be deemed to have been properly made if received in writing by:

Burns & Wilcox – Claims
Redcliff Quay
120 Redcliff Street
Bristol
BS1 6HU
T: +44 (0)117 428 9556
Out of Hours: +44 (0) 800 206 1466
E-mail: burnsandwilcox@dwfclaims.com

Who we are

Burns & Wilcox Limited is authorised and regulated by the Financial Conduct Authority under reference number 467933, and is registered in England No. 6185834 at Upper Ground Floor, 1 Minster Court, Mincing Lane, London. EC3R 7AA.

Complaints Procedure

We of course aim to provide first class service. However if the Insured feels that the Company's service has fallen short of their expectation the Insured may contact the Company at any time with their complaint.

Complaints will be handled in the following way:

- » if you make a complaint we will acknowledge it within 2 working days of having received it
- » our objective will be to resolve your complaint within 5 working days.

If you have any questions or concerns about your Policy or the handling of a claim or if you wish to make a complaint, you can do so at any time by referring the matter to:

Stuart Kilpatrick,
Burns & Wilcox Limited
1 Minster Court, Mincing Lane
London, EC3R 7AA
T: +44 (0)20 7398 0440
E-mail: Complaints@burnsandwilcox.co.uk

In the event that you remain dissatisfied, it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's.

The address of the Complaints team at Lloyd's is:

Complaints
Lloyd's
One Lime Street
London, EC3M 7HA
Tel No: +44 (0)20 7327 5693
Fax No: +44 (0)20 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS). 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 Financial Ombudsman Service at www.financial-ombudsman.org.uk.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation from the Scheme in the unlikely event that we cannot meet our obligations to you. This depends upon the type of insurance, size of the business and circumstances of the claim. You can find out more at www.fscs.org.uk.

Data Protection Notice

Your personal data may be processed and held by us in our capacity as data controllers in order for us to write and administer your policy and to assist in the claims handling process in accordance with applicable data protection laws.

The main purposes for processing your personal data are for the performance of an insurance contract or to allow us to comply with our legal obligations.

This may involve:

- » Gathering and holding your personal data where it is necessary for the provision of the services referenced in this policy documentation;
- » Disclosing your personal data or details of your insurance cover to companies within the H.W. Kaufman Group London, service providers or third parties for issuance and maintenance of your insurance policy, for the prevention of fraud or if legally required to do so;
- » Obtaining and storing any relevant data to substantiate a claim.

For the reasons set out above, we may share your personal data with our associated companies, insurers or service providers in countries outside of the European Economic Area ("EEA") where data protection laws may not offer the same level of protection as within the EEA. In these circumstances, we have strict contractual terms in place to ensure that your information remains safe and secure.

By purchasing this insurance policy and using our services, you agree to our use of your personal data, including your sensitive data. If your insurance cover involves other individuals and you have provided us with their personal data, then you agree to make them aware of our use of their personal data as per this document and our extended data privacy policy on our website (link provided below).

We will need to keep and process your personal information while you are a customer of ours and afterwards in order to meet our corporate requirements and legal and regulatory obligations.

We will only share your personal data with a third party for marketing purposes if we have obtained your explicit consent to do so. You also have the right to withdraw your consent to marketing at any time. For any data access requests, if you have any queries or concerns regarding privacy or how we use your personal data, or believe any of the information that we hold on you may be inaccurate, please contact us using the details below:

Contact: Ben Williams
Phone: 0207 481 1683
Address: One Minster Court, Mincing Lane, London. EC3R 7AA
Email: compliance@burnsandwilcox.co.uk

To read our data privacy policy in full and for more information about your data protection rights, please visit our website at: <https://www.burnsandwilcox.co.uk/cookies-privacy-policy/>.

Policy Contract

In consideration of the Insured having paid or agreed to pay the premium stated in the Schedule the Company agrees to indemnify the Insured or otherwise to pay the benefits and compensations stated to the extent and in the manner specified in this Policy.

Provided that:

1. the Policyholder shall be subject to all the terms, conditions limitations and/or exclusions contained in this Policy or by additional endorsements
2. the Company's liability shall not exceed the sums insured or the limits of liability or any other limits expressed herein
3. the Schedule, general definitions, general claims conditions, general conditions, general exclusions and active covers shall be read together as part of one contract and any word or expression to which a specific meaning has been attached shall bear the same meaning throughout this Policy

If this Policy is in the joint names of more than one Insured, each Insured shall be covered as if it had made its own application for cover and no statement or knowledge of any one Insured shall be considered to be on behalf of any other Insured.

Several Liability

This Policy is underwritten by certain underwriters at Lloyd's and/or other insurance companies (hereinafter called the "Insurers"). The liability of Insurers under this contract is several and not joint. 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 contract.

The proportion of liability under this contract 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 the Schedule. Where the insurer is 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 members proportion. A member is not jointly liable for any other members proportion.

Nor is any member responsible for any liability of any other Insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyds syndicate and their respective proportion may be obtained by writing to Market Services at the above address.

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

Interpretation

In this Policy:

1. reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of the inception, or subsequent renewal or alteration, of this Policy;
2. if any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect;
3. the headings herein are for reference only and shall not be considered when determining the meaning of this Policy;
4. the singular includes the plural and vice versa;
5. the male gender includes the female and neutral genders.

General Definitions

The following General Definitions shall apply to this Policy and that wherever these words appear within the wording starting with a capital letter shall bear the same meaning throughout the Policy other than where specifically stated.

1.1 Bodily Injury

- a. a Death injury disease or illness
- b. Mental injury or mental anguish or shock of any person

1.2 Business

As stated in the Schedule and shall also include:

- a. the ownership, occupation or use of premises by the Insured including incidental repair, maintenance and decoration of such premises.
- b. The provision and management of canteen, social, sports and welfare organisations primarily for the benefit of Employees.
- c. The provision and management of first aid, fire, security and ambulance services at the Insured's premises.
- d. Private work carried out with the Policyholder's consent for any director, partner or Employee by any Employee.
- e. Organisation of and participation in exhibitions, trade fairs and the like.
- f. Sale or disposal of own property and goods including mechanically propelled vehicles.
- g. Provision of gifts and promotional material incidental to the Business.

1.3 Company

The insurance company or insurance companies and/or Lloyd's syndicates subscribing to this Policy and named in the Schedule for their indicated proportion.

1.4 Compensation

Damages imposed by law which the Insured is legally liable for including interest which may be awarded on such damages and claimants costs and expenses.

1.5 Computer Virus

A set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "Trojan horses", "worms" and "time logic bombs".

1.6 Costs and Expenses

All costs and expenses incurred by the Insured with the written consent of the Company (such consent not to be unreasonably withheld or delayed) in respect of:

- a. a claim or likely claim against the Insured or
- b. representation of the Insured at proceedings in any court arising out of any alleged act or omission resulting in a claim which may be the subject of indemnity hereunder or at any coroner's inquest or fatal accident inquiry to which indemnity applies.

1.7 Damage

Physical loss or destruction or damage including any consequential loss arising therefrom.

1.8 Employee

Any of the following whilst working for and under the direct control and supervision of the Policyholder in connection with the Business

- a. any person under a contract of service or apprenticeship with
 - i) the Policyholder
 - ii) any other party who is supplied or hired to the Policyholder
- b. any labour master or labour only sub-contractor or any person supplied by them
- c. any self-employed person working for the Policyholder providing labour only
- d. any person supplied to the Policyholder under a contract or agreement stipulating that such person shall be deemed to be in the employment of the Policyholder for the period of such contract or agreement
- e. any person participating in any government or otherwise authorised work experience training study exchange or similar scheme
- f. unpaid persons whilst temporarily working for the Policyholder
- g. any prospective Employee who is being assessed by the Policyholder as to his or her suitability for employment.

1.9 Excess

The first amount (stated in the Schedule) of each and every claim for which the Insured is responsible.

The Policy Limits or any Limit of Liability stated in the Policy shall be payable in addition to the Excess.

1.10 General Policy Conditions

The General Claims and the General Conditions of this Policy.

1.11 Hacking

Any unauthorised attack to the Policyholder's computer system or computer network that restricts or prevents authorised access to the computer system or network or which enables unauthorised persons or entities to gain access to it.

1.12 Insured

- a. the Policyholder and
- b. at the written request of the Policyholder:
 - i) Any director, partner or Employee while acting on behalf of or in the course of employment or engagement by the Policyholder in respect of liability for which the Policyholder would have been entitled to an indemnity under this Policy if the claim had been made against the Policyholder.
 - ii) Any officer, member, Employee or voluntary helper of the Policyholder's canteen, social, sports or welfare organisations or first aid, fire, security or ambulance services in their respective capacities as such.

iii) Any director, partner or Employee in respect of private work carried out by any Employee for any such person with the Policyholder's consent.

c. In the event of death of the Policyholder the personal or legal representatives of the Policyholder in respect of liability incurred by the Policyholder.

Provided that any person specified in b or c above shall comply with all Policy terms and conditions insofar as they apply.

1.13 Period of Insurance

As stated in the Schedule.

1.14 Policy

Policy wording, Schedule, endorsements and any other documents incorporated into this Policy.

1.15 Policyholder

The person(s) or corporate body named in the Schedule including any associated or subsidiary company declared to the Company.

1.16 Pollution or Contamination

The discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon the atmosphere land (including buildings or other structures thereon) or any water course or body of water.

1.17 Schedule

Those parts of the Policy that detail information provided to the Company and that show(s) the coverage and limits selected.

1.18 Section(s)

The part(s) of the Policy that detail(s) the insurance cover provided.

1.19 Terrorism

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.

1.20 United Kingdom

England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man.

General Claims Conditions

The following General Claims Conditions shall apply to all Sections of this Policy other than where specifically amended.

2.1 Admission of liability

The Insured must not at any time admit or negotiate or settle or promise to pay any claim made against it without having first obtained the Company's written consent. Should the Insured admit negotiate settle or promise to pay without having first obtained such consent and in consequence the Company's position is prejudiced then the amount that is paid in settlement of such claim will be reduced by an amount which reflects the additional loss or cost to the Company occasioned by such prejudice.

2.2 Assistance

In relation to any claim arising under this Policy, the Insured shall at all times provide all information and assistance as the Company and its representatives legal advisers or agents shall reasonably require.

The Insured further undertakes that the Insured shall ensure that all documents that may be relevant to all events or Occurrences that may give rise to a claim shall not be intentionally destroyed or otherwise intentionally disposed of.

Should the Insured fail to abide by these undertakings with the result that the Company suffers prejudice then the amount paid in settlement of a claim will be reduced by an amount which reflects the loss or cost or the additional loss or cost to the Company occasioned by such prejudice.

2.3 Claims - rights of the Company

The Company shall be entitled whether before or after indemnification of the Insured to conduct in the Policyholder's name the defence or settlement of any claim and shall have full discretion in the conduct of any such proceedings.

The Insured shall allow the Company to access any premises where Damage has occurred and to take and keep possession of or to deal with property in any reasonable manner. No property may be abandoned to the Company.

2.4 Discharge of liability

The Company may at any time pay to the Insured the limit of liability specified in the Schedule in respect of any one claim or series of claims arising out of one Occurrence (after deducting any sum or sums already paid) or any lesser sums for which a claim or series of claims can be settled and shall then be under no further liability in respect thereof except for the payment of costs and expenses incurred prior to the date of the payment.

Provided that in the event of a claim or series of claims arising from an Occurrence resulting in the liability of the Insured to pay a sum in excess of the limit of liability the Company's liability for such costs and expenses shall not exceed an amount being in the same proportion as the Company's payment bears to the total payment made by or on behalf of the Insured in satisfaction of such claim or series of claims.

2.5 Fraudulent Claims

2.5.1 if the Insured makes a fraudulent claim under this insurance contract, the Company:

- a. Is not liable to pay the claim; and
- b. May recover from the Insured any sums paid by the Company to the Insured in respect of the claim; and
- c. May by notice to the Policyholder treat the contract as having been terminated with effect from the time of the fraudulent act.

2.5.2 If the Company exercises its rights under clause 2.5.1 c. above:

- a. The Company shall not be liable to the Insured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Company's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- b. For the avoidance of doubt, the rights and obligations of the parties to the contract with respect to a relevant event occurring before the time of the fraudulent act are unaffected; and
- c. The Company need not return any premiums paid.

Fraudulent claims – group insurance

2.5.3 If this insurance contract provides cover for any person who is not a party to the contract ("a Covered Person"), and a fraudulent claim is made under the contract by or on behalf of a Covered Person, the Company may exercise the rights set out in clause 2.5.2 above as if there were an individual insurance contract between the Company and the Covered Person. However, the exercise of any of those rights shall not affect cover provided under the contract for any other Insured.

Nothing in this clause is intended to vary the position under the Insurance Act 2015.

2.6 Mitigation

Following awareness of an incident which may give rise to a claim under this Policy, the Insured must immediately minimise all potential loss.

Should the Insured fail to take all reasonable steps in time then the amount of indemnity will be reduced to reflect the amount by which the Damage or loss has been increased because of such failure.

2.7 Notification to the Company

The Insured must notify the Company in writing as soon as reasonably possible in the event of:

- a. an Occurrence causing Damage or Bodily Injury Personal Injury Nuisance or loss or
- b. legal proceedings being brought against the Policyholder

for which this Policy may indemnify or would but for the applicable Excess or Deductible.

A detailed statement of any claim must be submitted within 30 (thirty) days of the happening of any Damage Bodily Injury Personal Injury Nuisance or loss or such further time as the Company may in writing allow.

The Insured must forward to the Company a claim form and/or any other relevant correspondence/documents and/or any writ summons or other court or legal document issues against the Insured in consequence of the loss.

Should the Insured fail to abide by these notification provisions with the result that the Company suffers prejudice then the amount that is paid in settlement of a claim will be reduced by an amount which reflects the additional loss or cost to the Company occasioned by such prejudice.

2.8 Subrogation

In respect of any payment made or to be made under this Policy the Company shall be subrogated to all the Insured's rights of recovery against any party not entitled to indemnity under this Policy and the Insured shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. The Insured shall do nothing after a loss to prejudice such rights and in the event the Insured waives its claim against a third party following an Occurrence the Company shall be free from its obligation to indemnify the Insured to the extent that it would otherwise have had the right to effect recovery.

General Conditions

The following General Conditions shall apply to all Sections of this Policy other than where specifically amended.

3.1 Adjustment

If any part of the premium is shown in the Schedule as being adjustable the Policyholder shall within one month of the expiry of each Period of Insurance or such further periods as the Company may allow furnish such details as the Company may require and the premium for such period shall be adjusted accordingly subject to any minimum premium(s) that may be required.

If any part of the premium is calculated on estimates provided by the Policyholder the Policyholder shall keep accurate records containing all particulars relating thereto and shall permit the Company or its representatives to inspect such records at any time.

3.2 Cancellation

The Company may cancel this Policy or any Section thereof by giving thirty (30) days' notice of cancellation by registered letter to the Policyholder at their last known address in which event the Policyholder shall receive a pro rata return of premium for the unexpired Period of Insurance.

The Policyholder may cancel this Policy or any Section thereof at any time by notice by registered letter to the Company at its registered office in which event the Policyholder may receive a return of premium. Such return premium shall be calculated in accordance with the Company's customary short period rates.

3.3 Changes in facts

This Policy shall not provide indemnity in relation to any claim if any of the following occurs after the commencement of the Policy:

- a. A material alteration in the premises or Business or otherwise whereby the risk of loss or Damage is increased
- b. A material change of fact as stated in the proposal form, statement of fact or as otherwise presented to the Company

unless the Company states to the contrary following notice being given by the Insured immediately they become aware of the material alteration or the material change and once, if so required by the Company, an additional premium has been paid.

The insurance provided by this Policy shall not be prejudiced by any act or omission unknown to or beyond the control of the Insured whereby the risk of Damage Bodily Injury Personal Injury or Nuisance is increased provided that the Insured immediately they become aware shall give notice in writing to the Company and pay any additional premium required.

3.4 Contracts (Rights of Third Parties) Act 1999

A person firm or company who is not a party to the Policy has no rights under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation amending or replacing such Act to enforce any term of the Policy but this shall not effect any right or indemnity available to a third party which exists or is available separately from that Act.

3.5 Insurance Act 2015 – Duty of Fair Presentation

3.5.1 Before this insurance contract entered into, the Insured must make a fair presentation of risk to the Company, in accordance with section 3 of the Insurance Act 2015.

In summary, the Insured must:

- a. Disclose to the Company every material circumstance which the Insured knows or ought to know. Failing that, the Insured must give the Company sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to

reveal material circumstances. A matter is material if it would influence the judgment of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium);

- b. Make the disclosure in clause 3.5.1. a. above in a reasonably clear and accessible way; and
- c. Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.

3.5.2 For the purposes of clause 3.5.1 a. above, the Insured is expected to know the following:

- a. If the Insured is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.
- b. If the Insured is not an individual, what is known to anybody who is part of the Policyholder's senior management or anybody who is responsible for arranging the Insured's insurance.
- c. Whether the Insured is an individual or not, what should reasonably have been revealed by a reasonable search of information available to the Insured. The information may be held within the Insured's organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If the Insured is insuring subsidiaries, affiliates or other parties, the Company expects that the Insured will have included them in its enquiries, and that the Policyholder will inform the Company if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.

3.6 Insurance Act 2015 – Remedies for breach of duty of fair presentation

3.6.1 If, prior to entering into this insurance contract, the Policyholder shall breach the duty of fair presentation, the remedies available to the Company are set out below.

- a. If the Insured's breach of duty of fair presentation is deliberate or reckless:
 - i) The Company may avoid the contract, and refuse to pay all claims; and
 - ii) The Company need not return any of the premiums paid.
- b. If the Insured's breach of duty of fair presentation is not deliberate or reckless, the Company's remedy shall depend upon what the Company would have done if the Insured had complied with the duty of fair presentation:
 - i) If the Company would not have entered into the contract at all, the Company may avoid the contract and refuse all claims, but must return the premiums paid.
 - ii) If the Company would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the Company so requires.
 - iii) In addition, if the Company would have entered into the contract, but would have charged a higher premium (whether the terms relating to matters other than premium would have been the same or different), the Company may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the Company shall only pay W% of what it would otherwise have been required to pay, where $W = (\text{premium actually charged} / \text{higher premium}) \times 100$.

3.6.2 If, prior to entering into a variation to this insurance contract, the Insured shall breach the duty of fair presentation, the remedies available to the Company are set out below.

- a. If the Insured's breach of the duty of fair presentation is deliberate or reckless:

- i) The Company may by notice to the Policyholder treat the contract as having been terminated from the time when the variation was concluded; and
 - ii) The Company need not return any of the premiums paid.
- b. If the Insured's breach of the duty of fair presentation is not deliberate or reckless, the Company's remedy shall depend upon what the Company would have done if the Policyholder had complied with the duty of fair presentation:
- i) If the total premium was increased or not changed as a result of the variation and:
 - A. The Company would not have agreed to the variation at all, the Company may treat the contract as if the variation had never been made, but must in that event return any additional premium paid.
 - B. The Company would have agreed to the variation to the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if the Company so requires.
 - C. In addition, if the Company would have agreed to the variation but would have increased the premium or increased the premium by more than it did (whether the terms relating to matters other than premium would have been the same or different), then the Company may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the Company shall only pay X% of what it would otherwise have been required to pay, where $X = (\text{total premium actually charged} / \text{premium the Company would have charged}) \times 100$.
 - ii) If the total premium was reduced as a result of the variation and:
 - A. The Company would not have agreed to the variation at all, the Company may treat the contract as if the variation was never made and may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the Company shall only pay Y% of what it would otherwise have been required to pay, where $Y = (\text{total premium actually charged} / \text{original premium}) \times 100$.
 - B. The Company would have agreed to the variation on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if the Company so requires.
 - C. In addition, if the Company would have agreed to the variation but would have increased the premium or would not have reduced the premium or would have reduced it by less than it did (whether the terms relating to matters other than premium would have been the same or different), the Company may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the Company shall only pay Z% of what it would otherwise have been required to pay, where $Z = (\text{total premium actually charged} / \text{original premium if the Company would not have changed it and otherwise the increased or reduced total premium the Company would have charged}) \times 100$.
- 3.6.3. The Company must prove that any breach specified in 3.6.1 or 3.6.2 above is deliberate or reckless. Nothing in this clause is intended to vary the position under the Insurance Act 2015.

3.7 Insurance Act 2015

3.7.1 Basis Clauses Disapplied

The Company agrees that notwithstanding any other provision in the Policy, any provision in this Policy or any other document to the effect that a statement or statements made by or on behalf of the Insured (including but not limited to statements made in proposals for insurance) form part of or are the basis of the Policy shall be of no effect.

3.7.2 Warranties Rendered suspensory

The Company agrees that where there has been a breach of a warranty in the Policy which would result in the Company being automatically discharged from any liability, such a breach shall result in any liability of the Company under the Policy being suspended only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied (if it can be remedied), with the result that the Company will have no liability to the Insured for any loss which occurs or which is attributable to something happening during the period of suspension.

3.7.3 Terms not Relevant to the Actual Loss

Where there has been a breach of a term of the Policy whether express or implied (other than a breach of a term that defines the risk as a whole) and compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Company shall not be permitted to rely on the breach of the term to exclude, limit or discharge its liability under the Policy if the Insured shows that the breach of such term could not have increased the risk of loss which actually occurred in the circumstance in which it occurred.

3.8 Policy Disputes and Governing Law

- a. This Policy shall be governed by and construed in accordance with the laws of England and Wales.
- b. The Courts of England and Wales shall have exclusive jurisdiction to hear and determine any suits actions proceedings and to determine any disputes that may arise out of or in connection with this Policy.
- c. Notwithstanding paragraph b. above any dispute or difference between the Insured and the Company arising from this Policy shall be referred to arbitration under ARIAS (UK) Arbitration Fast Track Rules ("AFTAR").

The arbitrator shall be a lawyer or other person serving the insurance or reinsurance industry (including those who have retired) with not less than ten (10) years experience of the insurance or reinsurance industry.

Where a party fails to nominate an arbitrator or to agree upon his or her appointment within fourteen (14) days of being called upon to do so then upon application ARIAS (UK) will nominate an arbitrator to determine the dispute.

The arbitrator may at its sole discretion make such orders and directions as it considers to be necessary for the final determination of the matters in dispute. The arbitrator shall have the wisest discretion permitted under the law governing the arbitral procedure when making such orders or discretion.

The seat of arbitration shall be London.

3.9 Premium payment condition

The Policyholder shall pay in full to the Company the premium amount within sixty (60) days of inception of this Policy.

If the premium has not been paid to the Company within the specified time limits the Company shall have the right to cancel this Policy by notifying the Policyholder in writing.

If the Policy is cancelled in accordance with the above the Policyholder shall be liable to pay a pro-rata premium charge for the time that the Company has been on risk unless the Policyholder has made a claim prior to the date of cancellation in which case the premium shall be payable in full.

It is agreed that the Company shall give no fewer than ten (10) days prior notice of cancellation to the Policyholder under this condition. If the premium due is paid in full to the Company before the notice period expires notice of cancellation shall be automatically revoked. If not the Policy shall automatically terminate at the end of the notice period unless expressly agreed by the Company in writing and then only on such terms as shall be determined by the Company.

3.10 Reasonable precautions

The Insured shall take all reasonable precautions

- a. to prevent all accidents and Bodily Injury Personal Injury Damage to Property or Nuisance which may give rise to a claim under this Policy
- b. to observe and comply with statutory or local authority laws obligations and requirements
- c. in the selection and supervision of employees
- d. to maintain the buildings machinery and equipment and everything used in the Business in efficient and safe working order
- e. to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

Should the Insured fail to take all such reasonable precautions it will be for the Insured to show that its failure did not lead to or materially increase the extent of the loss or damage in respect of which the Insured makes a claim for indemnity and to the extent that the Insured is unable to do so the benefit paid under the Policy will be reduced accordingly.

General Exclusions

The following General Exclusions shall apply to all Sections of this Policy other than where specifically amended.

4.1 Excess

The Company shall not be liable under this Policy for the Excess

4.2 Nuclear

This Policy does not cover Damage to any property whatsoever or any claim or expense resulting or arising from any consequential loss or from any legal liability directly or indirectly caused by or contributed to by or arising from

- a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- c. any chemical biological bio-chemical or electromagnetic weapon

provided that in respect of the Employers' Liability Section this exclusion shall only apply where the Policyholder is under a contract and has

- a. undertaken to indemnify another party or
- b. assumed liability which would not have attached in the absence of such contract.

4.3 Sanctions limitation

The Company shall not be deemed to provide cover and the Company shall not be liable to pay 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 the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

4.4 Cyber Exclusion

This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, availability or failure in the security of a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, or cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

4.5 Communicable Disease Exclusion

Notwithstanding any provision to the contrary within this Policy, within any endorsement to this Policy or within any extension to this Policy, this Policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by the Policyholder or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a) Coronaviruses; and
- b) Coronavirus disease (COVID-19); and
- c) Severe acute respiratory syndrome coronavirus 2 (SARS- CoV-2); and
- d) any mutation of or variation of a), b) or c) above; and
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- f) any fear or anticipation of a), b), c), d) or e) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion will not apply in respect of the Employers' Liability Section.

4.6 PFAS (Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances)

This Policy does not cover:

1. any bodily injury, property damage, personal and advertising injury loss, liability, damage, compensation, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with the actual, alleged, or threatened contaminative, pathogenic, toxic or other hazardous properties of PFAS; and
2. any and all losses, costs and expenses resulting from any claim, litigation, dispute, arbitration, investigation or any other legal proceeding or dispute resolution in whole or in part directly or indirectly caused by, arising out of, resulting from, based upon or in any way related to, any of the following conducts, included but not limited to:
 - a. Actual, alleged or threatened inhalation of, ingestion of, consumption of, contact with, exposure to, existence of or presence of PFAS containing products or materials; or
 - b. Design, manufacturing, production, use, sale, installation, placing on the market, removal, distribution, handling, packaging, storage, marketing, processing of or any other similar business-related activity relating to PFAS-containing products or materials; or
 - c. Testing for, monitoring, cleaning up, abating, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of or in any way responding to, or assessing the effect(s) of PFAS-containing products or materials; or
 - d. Failure to report any PFAS-containing products or materials to authorities; or
 - e. Failure to warn of potential consequences arising from, or the inadequacy of any warning, relating to any of the conduct described in a. through d. above.

If the Company alleges that this exclusion applies to any claim under this Policy the burden of proving the contrary shall be upon the Policyholder.

Additional Definition:

As used herein "PFAS" means:

Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances in any form, including but not limited to:

- a. any organic molecule, salt, free radical or ion, the composition of which includes at least one
 - i. perfluorinated methyl group (-CF₃); or
 - ii. perfluorinated methylene group (-CF₂-); or

-
- b.** any breakdown of any organic molecule, salt, free radical or ion, the composition thereof; or
 - c.** any good, product or material that has the same or similar chemical formula or structure as such Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances; or
 - d.** its presence or use in any alloy, by-product, compound or other material or waste that includes or is derived from such compounds or substances.

Employers' Liability

Additional Definitions

The following Additional Definitions shall apply to the whole of this Section and that wherever these words appear within this Section starting with a capital letter shall bear the same meaning throughout this Section.

5.1 Geographical Limits

- a. United Kingdom
- b. Elsewhere in the world in respect of Bodily Injury to any Employee normally resident within the United Kingdom and occurring during any business journey or temporary visit.

5.2 Offshore

From the point of embarkation onto a conveyance at the point of final departure to an offshore rig offshore platform or offshore installation until disembarkation from a conveyance onto land following return from an offshore rig offshore platform or offshore installation.

Cover

The Company agrees to indemnify the Insured for

- a. Compensation for Bodily Injury sustained by an Employee arising out of and in the course of employment by the Policyholder in connection with the Business and caused during the Period of Insurance within the Geographical Limits and
 - b. Costs and expenses
- Provided that
- i) the Company's liability shall not exceed the limit of liability stated in the Schedule
 - ii) the indemnity granted by this Section is in accordance with the provisions of law relating to compulsory insurance of liability to Employees but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law

subject otherwise to the Section conditions, exclusions and terms and the Policy conditions exclusions and limitations.

Additional Exclusions

This Section shall not apply to any liability:

6.1 Motor insurance

For which compulsory motor insurance or security is required under any road traffic legislation within the European Community.

6.2 Offshore

Arising from Bodily Injury in connection with work or visits Offshore.

6.3 Worker Compensation

Payable under workers compensation social security or health insurance legislation save for any compensation recovery unit payments that may be required by the Social Security Acts 1989 and 1990.

6.4 Asbestos

For Claims arising out of or related in any way to asbestos fibres or particles and any derivatives of asbestos or materials containing such in any form whatsoever.

This exclusion shall not apply where arising from the accidental discovery of materials known or suspected

to be asbestos or to contain asbestos fibre. Provided always that

- a. immediately upon discovery all work ceases until the composition of such materials is established by qualified licensed subcontractors
- b. any subsequent handling, removal, stripping out, demolition, transportation or disposal of asbestos or materials containing asbestos fibre is carried out by qualified licensed sub-contractors on terms which indemnify the Policyholder for liability arising out of such work

The Limit of Liability under this coverage shall not exceed GBP 5,000,000 in respect of any one occurrence.

Additional Conditions

7.1 Contribution

The Company will not indemnify the Insured where cover is provided by or would but for the existence of this Section of the Policy be insured by any other policy or section except in respect of any excess beyond the amount payable under such other policy or section or which would have been payable under such other policy or section had this Section of the Policy not been effected unless such other policy or section is written as excess of this Policy or Section.

7.2 Costs and Expenses

The limits of liability stated in the Schedule are inclusive of both Compensation and Costs and Expenses.

7.3 Limit of liability

The limit of liability is the maximum the Company shall pay for Compensation and Costs and Expenses for any one claimant or number of claimants in respect of or arising out of any one occurrence or all occurrences of a series consequent on one original cause.

7.4 Terrorism

The liability of the Company for claims arising out of or relating in any way to Terrorism shall not exceed the limit of liability stated in the Schedule.

Extensions

The following extensions shall be subject otherwise to the Section conditions exclusions and terms and the Policy conditions exclusion and limitations.

The extensions stated below shall not increase the Company's liability stated within the Schedule for this Section. The insurance by this Section extends to cover:

8.1 Compensation for court attendance

Director partner or Employee attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the following rates per day on which attendance is required

- a. any director or partner of the Policyholder GBP 250
- b. any Employee GBP 100

8.2 Criminal prosecution defence costs

The Policyholder (and at the request of the Policyholder any director or partner of the Policyholder or Employee) against the legal fees and expenses incurred with the Company's prior written approval in defending the Policyholder in respect of prosecution under the following Acts or equivalent legislation applicable in Scotland or Northern Ireland and prosecution costs and expenses awarded against the Insured

- a. Health and Safety at Work Act 1974
- b. Consumer Protection Act 1987
- c. Food Safety Act 1990
- d. Equality Act 2010
- e. GDPR Act 2018

- f. Corporate Manslaughter and Corporate Homicide Act 2007- GBP1,000,000 any one prosecution and in the aggregate in any one Period of Insurance

for an offence alleged to be first committed during the Period of Insurance in connection with the Business in respect of a liability that may form the subject of indemnity under this Policy.

Provided that

- i) the Company at its sole discretion may require the opinion of counsel as to whether or not such legal fees and expense should extend or continue to extend to the support of such defence
- ii) the Company shall not be responsible for any legal fees or expenses incurred following receipt of a counsel's opinion advising that there is no reasonable defence to the prosecution
- iii) the choice of counsel is at the Company's sole discretion
- iv) the Company's liability shall operate over and above any more specific insurance held by the Policyholder
- v) in the event that two or more Sections of the Policy respond to a prosecution brought under any of the above Acts only one limit will apply to any one prosecution for each Act that is defended
- vi) this extension shall not apply in respect of liability for any fines, penalties, liquidated damages, punitive damages, or exemplary damages

8.3 Indemnity to principals

Any principal as though they were also the Insured in respect of liability arising out of Bodily Injury or Damage to Property resulting from the performance of work by the Insured but only to the extent required by any contract or agreement entered into for the performance of such work.

Provided that the principal shall observe fulfil and be subject to the terms exclusions and conditions of this Section and general policy conditions and general exclusions.

8.4 Motor vehicle contingent liability

The Policyholder in respect of bodily injury to an Employee if at the relevant time the Employee is

- a. travelling as a passenger in or on any motor vehicle
- b. entering any motor vehicle
- c. alighting from any motor vehicle which is neither the property of or provided by the Policyholder but which is being used in connection with the Business.

Provided that this additional coverage shall not apply in respect of any liability

- a. for Bodily Injury
 - i) to an Employee who is driving such a vehicle
 - ii) whilst such vehicle is being driven by the Policyholder
 - iii) to an Employee in circumstances where such vehicle is being driven by any person who to the knowledge of the Policyholder 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.

- b. any liability arising from a vehicle being used outside of any member states of the European Union
- c. any liability in respect of which the Policyholder is entitled to indemnity under any motor policy or other more specific insurance

8.5 Unsatisfied court judgments

Judgments for damages being obtained by an Employee in respect of Bodily Injury caused during the Period of Insurance and arising out of and in the course of their employment in the Business against any company or individual in any court and remaining unsatisfied in whole or in part six months after the date of such judgment the Company will pay to the Employee or the personal representatives of the Employee at the request of the Policyholder the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that

- a. there is no appeal outstanding
- b. if any payment is made under the terms of this extension the Employee or the personal representatives of the Employee shall assign the judgment to the Company.

Public & Products Liability

Additional Definitions

The following Additional Definitions shall apply to the whole of this Section and that wherever these words appear within this Section starting with a capital letter shall bear the same meaning throughout this Section.

9.1 Geographical limits

Anywhere in the world but excluding the United States of America its territories or possessions or Canada except as otherwise limited or extended by this Policy.

9.2 Nuisance

Obstruction nuisance or interference with any easement right of air light water or way

9.3 Occurrence

An event or series of events including continuous or repeated injurious exposure to substantially the same conditions which during the Period of Insurance results in liability under this Section which is neither expected nor intended from the standpoint of the Insured.

9.4 Personal Injury

- a. Bodily Injury
- b. False arrest false detention false imprisonment or wrongful eviction of any person
- c. Invasion of right of privacy
- d. Malicious prosecution
- e. Assault and battery not committed by or at the Insured's direction unless for the purpose of preventing or eliminating danger to persons or property.

9.5 Product

Any commodity article goods or item manufactured sold supplied installed hired out serviced upgraded processed tested stored transported erected repaired altered or treated by the Policyholder and no longer in the custody or under the control of the Policyholder or any Employee but excluding food and/or drink supplied for consumption whilst on the Policyholder's premises.

9.6 Property

Tangible property which shall not include electronic data.

Cover

The Company agrees to indemnify the Insured for:

- a. Compensation arising out of accidental
 - i) Personal Injury
 - ii) Damage to Property
 - iii) Nuisance

occurring within the Geographical Limits during the Period of Insurance in connection with the Business.

- b. Costs and Expenses

Provided that the Company's limit of liability shall not exceed the limit of liability stated in the Schedule.

Subject otherwise to the Section conditions exclusions and terms and the general policy conditions and general exclusions and limitations.

Additional Exclusions

This Section shall not apply to liability or indemnity:

10.1 Advice and professional negligence

Arising out of advice design formula specification or omission to perform a professional duty provided for a fee or in circumstances where a fee would normally be charged but this exclusion shall not apply to

- a. Personal Injury or Damage to Property resulting directly therefrom providing such professional duty is in connection with the Insured's Products
- b. The rendering or failure to render professional advice by any Employee to provide first aid or other medical services at the Insured's premises.

10.2 Aircraft Products

Arising from any Product which is incorporated in or could affect the operation or safety of any aircraft or aero-spatial or aerial device or other craft intended to travel through air or space.

10.3 Asbestos

Arising out of or related in any way to asbestos, asbestos fibres, or particles or any derivatives of asbestos or any materials containing such in any form whatsoever.

10.4 Contractual liability

Assumed by the Insured under a contract or agreement which would not have attached in the absence of such contract or agreement unless the Company shall have signified its approval to such contract or agreement by endorsement.

10.5 Damage to Products supplied

- a. for the costs of repairing inspecting altering correcting rectifying reconditioning or replacing any Product or any of its parts or any defective service or workmanship
- b. for the cost of making good damage to property belonging to the Policyholder
- c. for the cost of making good any property being worked upon by the Policyholder and arising out of such work
- d. for the withdrawal recall repair replacement alteration or making of any refund in respect of Products.

10.6 Damage to Property in the Insured's care custody or control

For or arising from Damage to Property which at the time of the Occurrence giving rise to such liability is owned by or held in trust or in the custody or control of the Insured other than

- a. Employees directors partner guests customers clients or visitors personal effects including motor vehicles and their contents
- b. Property at premises (including fixtures and fittings and contents) not owned by or leased to or rented to the Insured where the Insured is undertaking work in connection with the Business except for the specific part of the premises or Property which is being worked upon
- c. premises (including fixtures and fittings) leased rented or lent to the Insured other than such loss or Damage if liability is assumed by the Insured under a tenancy or other agreement and would not have attached in the absence of such agreement.

10.7 Defective workmanship

Arising from the cost of rectifying defective work carried out by or on behalf of the Policyholder.

10.8 Employees

In respect of Bodily Injury sustained by an Employee and arising out of and in the course of their employment by the Policyholder.

10.9 Fines penalties and other damages

In respect of

- a. the payment of any fines penalties or liquidated damages
- b. aggravated, punitive or exemplary damages.

10.10 North American Domiciled Companies

Of any subsidiary or associated company that is domiciled in the United States of America its territories or possessions or Canada.

10.11 North American Exports

Arising from Products directly exported to the United States of America its territories or possessions or Canada.

10.12 Pollution

Arising out of Pollution unless such Pollution is caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance.

In respect of Pollution cover will extend to include a statutory debt or an order issued by a government appointed regulatory enforcement agency for the remediation costs incurred by the regulatory enforcement agency provided that such Pollution is caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance.

Provided that at all times the Policy shall exclude any liability in respect of

- a. fines or penalties
- b. damage to land premises watercourse or body of water whether owned leased hired or tenanted or otherwise in the Insured's care custody or control
- c. costs incurred in the prevention of damage except to the extent required under Part 2 (Preventing Environmental Damage) of the Environmental Damage (Prevention and Remediation) Regulations 2009 or any similar or equivalent liability in any superseding legislation.

Provided that

- i) In so far as there is any inconsistency between this sub clause and the Insured's obligation under the Policy Conditions Reasonable Precautions clause the Reasonable Precautions clause shall not apply to this sub clause.
 - ii) The Company's liability for such costs shall not exceed GBP1, 000,000 any one Occurrence and in the aggregate during any one Period of Insurance and the Insured shall pay the first £5,000 of each and every claim.
- d. any liability for complementary or compensatory remediation as defined in the Environmental and Damage (Prevention and Remediation) Regulations 2009 or any similar or equivalent liability.

All Pollution which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Provided that the Company's liability shall be the limit stated in the Schedule for any one Occurrence and in the aggregate in any one Period of Insurance.

10.13 Vehicles Vessels or Craft

In respect of liability arising from the ownership possession or use by or on behalf of the Insured of

- a. any mechanically propelled vehicle used in circumstances where insurance or security is required by law or where indemnity is provided under any motor policy or other more specific insurance provided that this Exclusion shall not apply to
 - i) the loading or unloading of any vehicle or trailer or delivery or collection of goods in connection with any vehicle or trailer
 - ii) such vehicle whilst the same is being used as a tool of trade.
- b. any vessel or craft or oil rig made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft other than
 - i) any watercraft owned by others and used by the Policyholder for business entertainment not exceeding thirty (30) metres
 - ii) non powered watercraft barges and motor launches not exceeding thirty (30) metres in length whilst on inland waterways or three miles offshore.

10.14 War & kindred risks

Directly or indirectly occasioned by or in consequence of or arising out of war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power or nationalisation confiscation requisition seizure or destruction by order of the government or any public authority except destruction by the order of any public authority at the time of and for the purpose of preventing the spread of fire or explosion.

Additional Conditions

11.1 Contribution

The Company will not indemnify the Insured where cover is provided by or would but for the existence of this Section of the Policy be insured by any other policy or section except in respect of any excess beyond the amount payable under such other policy or section or which would have been payable under such other policy or section had this Section of the Policy not been effected unless such other policy or section is written as excess of this Policy or Section.

11.2 Costs and Expenses

Costs and Expenses are payable in addition to the limits of liability stated in the Schedule other than in respect of

- a. Occurrences in the United States of America its territories or possessions or Canada
- b. claims arising from Products indirectly exported to the United States of America its territories or possessions or Canada

where the limit of liability is inclusive of both Compensation and Costs and Expenses

For the avoidance of doubt judgments obtained in the Courts of the United States of America its territories or possessions or Canada or orders obtained in the said Courts for the endorsement of foreign judgments whether by way or reciprocal agreement or otherwise remain excluded hereunder.

11.3 Limit of Liability

The limit of liability is the maximum the Company shall pay for Compensation for any one claimant or number of claimants in respect of or arising out of any one Occurrence.

11.4 Worldwide Jurisdiction (Excluding USA/Canada)

The indemnity provided by this Section of the Policy shall apply to judgments of first instance against the Insured in any Court in the world excluding judgments obtained in the Courts of the United States of America its territories or possessions or Canada or orders obtained in the said Courts for the endorsement of foreign judgments whether by way of reciprocal agreements or otherwise.

The premium for this insurance has been calculated accordingly and no consideration has been paid in respect of liabilities arising under any other law or the jurisdiction of any other courts.

11.5 Terrorism

The liability of the Company for claims arising out or relating in any way to Terrorism shall not exceed the limit of liability stated in the Schedule.

EXTENSIONS

The following extensions shall be subject otherwise to the Section conditions exclusions and terms and the general policy conditions and general exclusions and limitations.

The extensions stated below shall not increase the Company's liability stated within the Schedule for this Section. The insurance by this Section extends to cover:

12.1 Compensation for court attendance

Any director partner or Employee attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section.

The Company will provide compensation to the Insured at the following rates per day on which attendance is required

- a. any director or partner of the Policyholder GBP 250
- b. any Employee GBP 100

12.2 Contractual Liability

Notwithstanding exclusion 10.4 the Company shall indemnify the Insured to the extent that any contract or agreement entered into so requires where liability arises out of the performance or non-performance of the contract or agreement by the Insured provided that:

- a. the sole conduct and control of claims is vested in the Company
- b. the Company shall not be liable for any fines penalties or liquidated damages
- c. nothing in this extension shall increase the Company's liability to pay any amount in excess of the limit of liability stated in the Schedule.

12.3 Criminal prosecution defence costs

The Policyholder (and at the request of the Policyholder any director partner of the Policyholder or Employee) against the legal fees and expenses incurred with the Company's prior written approval in defending the a prosecution under the following Acts or equivalent legislation applicable in Scotland or Northern Ireland and prosecution costs and expenses awarded against the Insured

- a. Health and Safety at Work Act 1974
- b. Health Consumer Protection Act 1987
- c. Food Safety Act 1990
- d. Equality Act 2010
- e. section 21 of the Data Protection Act 1998
- f. Corporate Manslaughter and Corporate Homicide Act 2007 – GBP 1,000,000 any one prosecution and in the aggregate in any one Period of Insurance

for an offence alleged to be first committed during the Period of Insurance in connection with the Business in respect of a liability that may form the subject of indemnity under this Section

provided that

- a. the Company at its sole discretion may require the opinion of counsel as to whether or not such legal fees and expenses should extend or continue to extend to the support of such defence
- b. the Company shall not be responsible for any legal fees or expenses incurred following receipt of a counsel's opinion advising that there is no reasonable defence to the prosecution
- c. the choice of counsel is at the Company's sole discretion
- d. the Company's liability shall operate over and above any more specific insurance held by the Insured
- e. in the event that two or more Sections of the Policy respond to a prosecution brought under any of the above Acts only one limit will apply to any one prosecution for each Act that is defended
- f. this extension shall not apply in respect of liability for any fines penalties liquidated damages punitive damages or exemplary damages.

12.4 Cross liabilities

Where more than one party is named as the Insured each party shall be regarded as though they were individually insured.

Provided that

- a. this extension shall not apply to liability for which an indemnity is or would be granted but for the existence of this insurance under any Employer's Liability insurance
- b. this extension shall not apply to liability arising directly or indirectly in connection with Damage to premises (including contents) the occupancy of which is shared between two or more parties insured under this Policy
- c. the aggregate amount of indemnity payable shall not exceed the limit of liability stated in the Schedule.

12.5 Defective Premises Act 1972

The Policyholder against liability for Bodily Injury or Damage to premises incurred by the

Insured by virtue of section 3 of the Defective Premises Act 1972 or section 5 of the Defective Premises Measure (Northern Ireland) Order 1975 in connection with premises disposed of by the Policyholder excluding

- a. any liability where the Insured is entitled to indemnity under any other insurance
- b. any claim for the cost of remedying any defect or alleged defect which if not remedied may result in liability to which the indemnity expressed in this Section applies

12.6 Indemnity to Principals

Any principal as though they were also the Insured in respect of liability arising out of Bodily Injury Personal Injury Damage to Property or Nuisance resulting from the performance of work by the Insured but only to the extent required by any contract or agreement entered into for the performance of such work.

Provided that the principal shall observe fulfil and be subject to the Section conditions exclusion and terms and the general policy conditions exclusion and limitations.

12.7 Motor vehicle contingent liability

The Policyholder for liability arising from Bodily injury or Damage to Property arising from the ownership possession or use of mechanically propelled vehicles used in connection with the Business of the Policyholder and that are neither the property of or provided by the Policyholder nor being driven by the Policyholder but only to the extent where there is no entitlement to indemnity under any motor policy or other more specific insurance.

Provided that the Company

- a. shall not be liable in respect of Damage to such vehicle or to goods conveyed therein or thereon
- b. shall indemnify the Policyholder and no other person
- c. shall not be liable whilst such vehicle is being driven by any person who to the knowledge of the Policyholder 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.

12.8 Overseas personal liability

The personal liability of any director or Employee or any member of the family of such director or Employee during temporary visits anywhere in the world in connection with the Business of the Policyholder.

Provided that

this extension shall not apply

- a. to legal liability arising directly from
 - i) any agreement or contract unless liability would have existed otherwise
 - ii) the ownership or occupation of land or Building(s)
 - iii) the carrying on of any trade or profession
- b. in respect of liability more specifically insured under any other insurance.

Endorsements

The following shall be applicable if stated in the specification as operative and shall be subject otherwise to the terms additional exclusions and conditions of this Section and the general exclusions limitations and conditions of the Policy.

13.1 Inclusion of United States of America/Canada

Notwithstanding Additional Exclusion 10.12 and Additional Condition 11.4 the insurance by this

Section extends to indemnify Occurrences happening in or claims or legal proceedings brought or originating in the United States of America/Canada or in any territory within their jurisdiction provided that

- a. the liability of the Company in respect of all Compensation payable together with
 - i) costs and expenses recoverable by any claimant from the Insured
 - ii) costs and expenses incurred by the Company or by the Insured with the written consent of the Company.
 - iii) solicitors' fees incurred with the written consent of the Company for representation at any coroner's inquest or fatal accident inquiry or for defending any proceeding in any court of summary jurisdiction

shall not exceed the limit of liability shown in the Schedule.

- b. the Company shall not be liable for any aggravated punitive or exemplary damages
- c. the Company shall not be liable for
 - i) any liability arising out of the discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon land atmosphere or any water course or body of water
 - ii) any cost or expense arising out of any governmental demand or request that a Policyholder test for assess monitor clean up remove contain treat detoxify or neutralise any irritants contaminants or pollutants

and the Company shall not have the duty to defend any claim or suit seeking to impose such costs expense liability for such damages or any other relief.

The Company and the Insured also agree that the premium for this inclusion will be calculated accordingly.

13.2 Property owners' liability restriction

The insurance by this Section shall only indemnify the Policyholder against all sums which the Policyholder shall be legally liable to pay as damages in respect of Bodily Injury or Damage to Property happening during the Period of Insurance and caused by any defect in the Policyholder's premises or arising from the maintenance repair or decoration of the Policyholder's premises.

Provided that

- a. the Policyholder shall at all times ensure that all premises to which this insurance applies are kept in good repair and if any defects be discovered by complaints from tenants or otherwise the Policyholder shall forthwith cause such defects to be made good and in the meantime cause such temporary precautions to be taken as the circumstances may require
- b. so far as is reasonably practicable no alteration or repair shall without the consent of the Company be made to premises after any accident has occurred in connection therewith until the Company shall have had an opportunity of inspecting such premises.

13.3 Products liability exclusion

This Section shall not apply to liability caused by or arising from Products other than food or drink sold or supplied for consumption on the premises of the Policyholder.