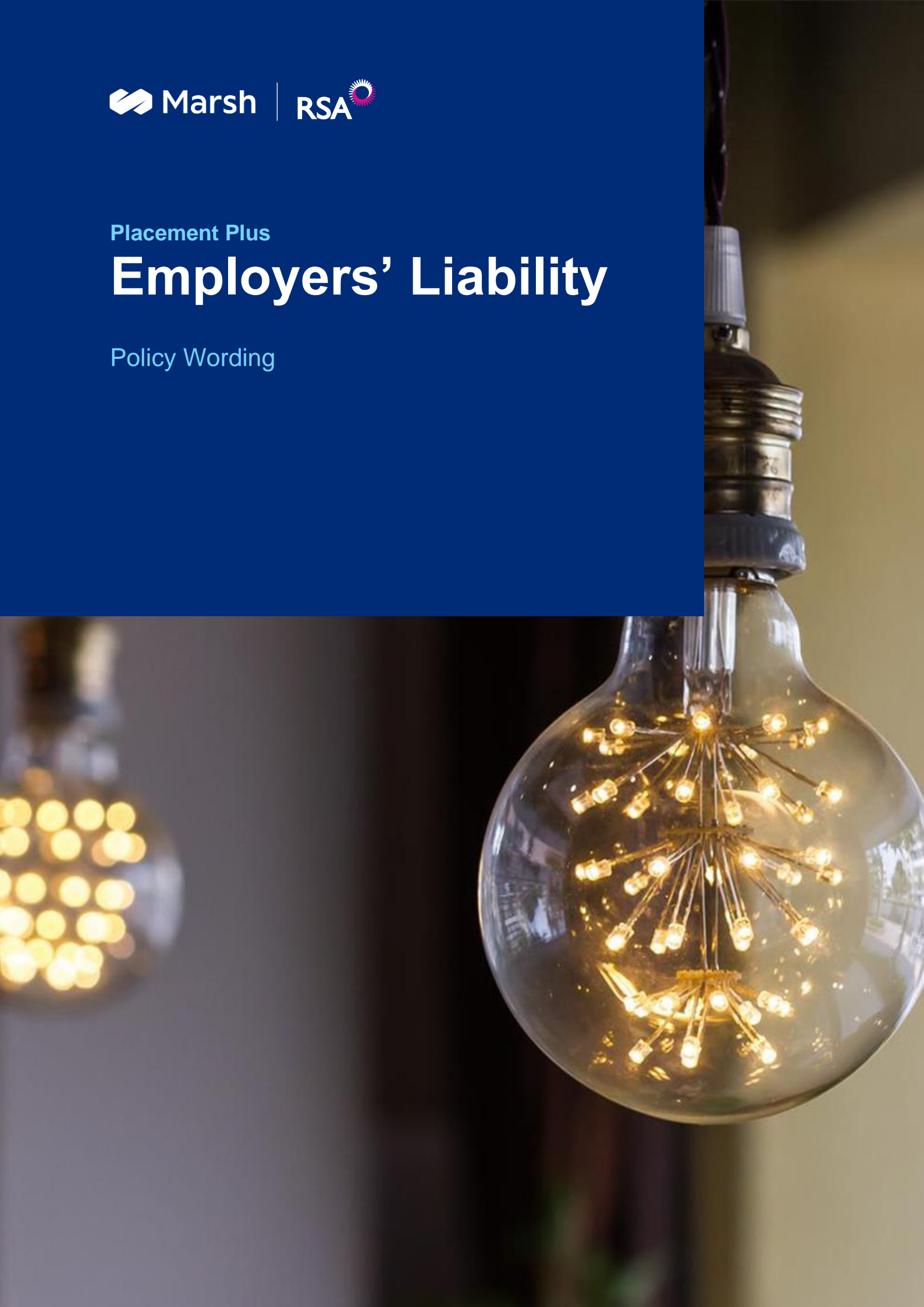




Placement Plus

Employers' Liability

Policy Wording



Negotiated and arranged by Marsh

Underwritten by RSA

The policy wording, Schedule and any endorsements should be read as one legal document and should be kept in a safe place.

Please read the policy wording, Schedule and any endorsements carefully and if they do not meet your needs return them to us or your broker or insurance intermediary.

Welcome to RSA

Thank you for choosing us as your insurer. This policy is underwritten by Royal & Sun Alliance Insurance Ltd, a subsidiary of Intact Financial Corporation.

This Employers' Liability Policy is a contract between the Insured (also referred to as you, your, yours or yourselves) and the Insurer (also referred to as RSA, we, us, our or ours).

This policy wording and its Schedule and any appendices or endorsements are one contract in which unless the context otherwise requires, capitalised words in **bold** text have a specific meaning as included within the Definitions section of this policy.

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Insuring clauses

In consideration of the payment of premium or promise to pay the premium by the **Policyholder**, the **Insurer** agrees as follows:

1. Employers' Liabilities

1.1 Employers' Liability

In the event of any actual or alleged **Bodily Injury** caused during the **Period of Insurance** and within the **Territorial Limits** which arises out of or in connection with the **Insured's Business**, the **Insurer** agrees to pay on behalf of the **Insured** the resulting **Liability Loss**.

1.2 Other Injury Liability

In the event of any actual or alleged **Other Injury** caused during the **Period of Insurance** and within the **Territorial Limits** which arises out of or in connection with the **Insured's Business**, the **Insurer** agrees to pay on behalf of the **Insured** the resulting **Liability Loss**.

1.3 Data Protection Liability

In the event of any actual or alleged **Breach of Data Protection Statutes** occurring during the **Period of Insurance** and within the **Territorial Limits** which arises out of or in connection with the **Insured's Business**, the **Insurer** agrees to pay on behalf of the **Insured** the resulting **Liability Loss**.

1.4. Defence of Specified Criminal & Other Offences

In the event of any actual or alleged **Specified Criminal & Other Offences** occurring during the **Period of Insurance** and within the **Territorial Limits** which arises out of or in connection with the **Insured's Business**, the **Insurer** agrees to pay on behalf of the **Insured** any **Prosecution Defence Costs**.

1.5. Retroactive Employers' Liability

This insuring clause operates on a 'claims made' basis

In the event of any actual or alleged **Bodily Injury** caused prior to the **Period of Insurance** and during the Retroactive Period specified in Item 2 of the Schedule and within the **Territorial Limits** which arises out of or in connection with the **Insured's Business**, the **Insurer** agrees to pay on behalf of the **Specified Insured** the resulting **Liability Loss** where:

- i. a **Claim** is first made against the **Specified Insured** during the **Period of Insurance**; and
- ii. the **Insured** has taken all reasonable steps to trace any insurer underwriting any previous Employers' Liability insurance; and
- iii. the failure of the **Insured** to recover under a previous Employers' Liability insurance is not due to:
 - a. a restrictive term or endorsement on such policy;
 - b. a breach of that policy's terms and conditions by the **Specified Insured**; or
 - c. non-disclosure or misrepresentation by the **Specified Insured**, and

- iv. the liability of the **Specified Insured** is not subject to Transfer of Undertakings (Protection of Employment) Regulations 2006.

2. Employers' Liabilities Costs & Expenses

2.1 General Costs & Expenses

The **Insurer** agrees to pay to, or on behalf of the **Insured** the following items in connection with a **Liability Loss** covered under Insuring Clause 1.1 **Employers Liability**:

- i. **Court & Inquiry Attendance Costs;**
- ii. **Public Relations Crisis Management Costs;** and/or
- iii. solely in respect of a **Liability Loss** covered under Insuring Clause 1.1 **Employers Liability**, and/or Insuring Clause 1.5 **Retroactive Employers' Liability**:
 - a. **Claims Support Costs.**

2.2 Data Protection Costs & Expenses

The **Insurer** agrees to pay to, or on behalf of the **Insured** the following items in connection with a **Liability Loss** covered under Insuring Clause 1.3 **Data Protection Liability**:

- i. **Data Breach Notification Costs;** and/or
- ii. **Data Breach Support Services Costs.**

Extensions

1. New & Acquired Companies

- i. The definition of **Insured** will automatically include any newly created or acquired company by the **Insured** from the date of its creation or acquisition where the activity of such company does not represent a material change to the nature of the **Insured's Business** and, solely in relation to an acquired company, the annual turnover of such acquired company is equal to (or less than) ten percent (10%) of the **Policyholder's** annual turnover as stated in its latest audited accounts as at the inception date of the **Period of Insurance**.
- ii. In the event that any newly created or acquired company represents a material change to the nature of the **Insured's Business** such newly created or acquired company will not be covered under this policy until such time as the **Insurer** has agreed to the inclusion of such company as an **Insured** and should the **Policyholder** wish this policy to include such company as an **Insured**:
 - a. the **Policyholder** will provide information necessary to fulfil its duty of fair presentation to the **Insurer**, where practicable, within forty five (45) days of the date such company's creation or acquisition; and
 - b. the **Insurer** will have the right:
 - i. to not include such company as an **Insured**; or
 - ii. to require additional charges and/or changes in the terms and conditions of this policy solely in relation to such company and will advise the **Policyholder** of any such charges or changes, where practicable, within thirty (30) days of receipt of the information described in a. above.
- iii. In the event that any newly acquired or created company does not represent a material change to the nature of the **Insured's Business** but the annual turnover of such company is greater than ten percent (10%) of the **Policyholder's** annual turnover as stated in its latest audit accounts then, if the **Policyholder** wishes this policy to include such company as an **Insured**:
 - a. the definition of **Insured** will include such newly created or acquired company for a period of ninety (90) days from the date of its creation or acquisition; and
 - b. the **Policyholder** will provide information necessary to fulfil its duty of fair presentation to the **Insurer**, where practicable, within forty five (45) days of the date such company's creation or acquisition; and
 - c. the **Insurer** will have the right to require additional charges and/or changes to the terms solely in relation to such company and will advise the **Policyholder** of any such charges or changes, where practicable, within thirty (30) days of receipt of the information described in b. above.

2. Individual Liability

In respect of the **Insured's Business**, it is agreed that if any **Claim** is made against:

- i. any director, officer, partner, or former director, officer or partner of the **Insured**, or any **Employee** (other than a medical doctor or dentist in relation to medical or dental services provided by such person);
- ii. any legal or personal representatives of the **Insured** but solely in respect of liability incurred by the **Insured**; and/or

- iii. the estate, heirs or legal personal representatives of a deceased, incompetent, insolvent or bankrupt directors, officers or partners, or former directors, officers or partners of the **Insured**, or any **Employee** in respect of any **Claim** under this policy made against the estate, heirs or legal personal representatives solely because of such status,

the **Insurer** will, at the request of the **Insured**, pay to, or on behalf of such persons any **Liability Loss** where, had such **Claim** been made against the **Insured**, the **Insured** would be entitled to indemnity under this policy.

3. Principal & Other Party Liability

If any **Claim** is made against any:

- i. principals;
- ii. any public or local authority; and/or
- iii. any other third party,

in connection with the **Insured's Business**, the **Insurer** will, at the request of the **Insured** (including to the extent required by contract or agreement with said parties), pay to, or on behalf of such persons or organisations any **Liability Loss** where, had such **Claim** been made against the **Insured**, the **Insured** would be entitled to indemnity under this policy.

4. Transfer of Undertakings (TUPE)

This extension operates on a 'claims made' basis

In the event of any actual or alleged **Bodily Injury** caused prior to the date an **Employee** commenced employment with the **Insured** and which arises as a consequence of facts circumstances or events that occurred after the Retroactive Date specified in Item 2 of the Schedule and within the **Territorial Limits**, the **Insurer** agrees to pay on behalf of the **Insured** the resulting **Liability Loss** where a **Claim** is first made against the **Insured** during the **Period of Insurance** but only to the extent that such **Liability Loss** is not recoverable under a previous Employers' Liability insurance, the **Insured** having made a reasonable attempt to do so and where the **Insured's** liability is as a consequence of the Transfer of Undertakings (Protection of Employment) Regulations 2006.

5. Unsatisfied Awards

In the event of an award of compensation or damages being obtained from any company or individual operating from premises within the **Territorial Limits** or the European Economic Area pursuant to a final judgment, award directive, order or similar act of a court, tribunal, regulator, adjudicator or alternative dispute resolution process binding on such company or individual:

- i. by any **Employee**, or the estate, heirs or legal personal representatives of an **Employee**, in respect of **Bodily Injury** caused during any **Period of Insurance**; and
- ii. which arises out of and in the course of employment by the **Insured** in connection with the **Insured's Business**; and
- iii. such compensation or damages remaining unsatisfied in whole or in part six months after the date of such award; and
- iv. where there is no appeal outstanding,

the **Insurer** will pay to such **Employee** or the estate, heirs or legal personal representatives of an **Employee** at the request of the **Insured** the amount of any such compensation or damages and any awarded costs to the extent that they remain unsatisfied.

In the event that payment is made by the **Insurer** under this extension the **Employee** or the estate, heirs or legal personal representatives of an **Employee** shall assign the judgement to the **Insurer**.

Exclusions

This policy does not cover:

1. Inoperative Insuring Clauses & Extensions

Liability under any Insuring Clause and/or Extension identified as 'not included' in Item 2 of the Schedule.

2. Vehicles

Liability in respect of **Bodily Injury** whilst the **Employee** is being carried as a passenger in or upon a **Motor Vehicle** entering or getting into or alighting from a **Motor Vehicle** in circumstances where insurance or security is required to be effected by the **Insured** to comply with any road traffic legislation.

3. Data Costs

The following Exclusion 3 will only apply to Insuring Clause 1.3 Data Protection Liability.

Fees, costs and expenses to replace, reinstate, rectify or erase any personal data.

4. Deliberate Acts

The following Exclusion 4 will only apply to Insuring Clause 1.2 Other Injury Liability, Insuring Clause 1.3 Data Protection Liability and Insuring Clause 1.4 Defence of Specified Criminal & Other Offences.

Liability which results from a deliberate act or omission, by, or with the knowledge of any of the **Insured's** senior management, (being those individuals who play significant roles in the making of decisions about how the **Insured's** activities are to be managed or organised) that such acts or omissions would with reasonable certainty result in **Other Injury, Breach of Data Protection Statutes** or **Breach of Specified Statutes**, as applicable.

This Exclusion 4 will not apply to any **Insured** who had no knowledge of, or was not a party to, such deliberate act or omission.

This Exclusion 4 will not apply to any act or omission to protect persons or property.

5. Fines, Penalties & Punitive Damages

Liability in respect of:

- i. fines and/or penalties;
- ii. liquidated damages payable solely under a contract or agreement; and/or
- iii. aggravated, punitive and/or exemplary damages awarded by a court of law outside of the United Kingdom of Great Britain and Northern Ireland; the Channel Islands; and the Isle of Man.

6. Offshore Working

Where **Offshore Working** is identified as 'not included' in Item 2 of the Schedule the following **Exclusion 6** shall be applicable to this policy.

Liability arising out of **Offshore Working**.

7. Radioactive Contamination

Liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; and/or
- ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any explosive nuclear assembly or nuclear component thereof,

where such legal liability:

- a. is that of any principal; and/or
- b. attaches to the **Insured** solely under contract and would not have attached to the **Insured** in the absence of such contract.

Claims Conditions

1. Notice to the Insurer

- i. The **Insured** will notify the **Insurer** as soon as reasonably practicable after a **Responsible Person** becomes aware of any:
 - a. **Bodily Injury**;
 - b. **Other Injury**;
 - c. **Breach of Data Protection Statutes**;
where a **Responsible Person** reasonably anticipates that a **Claim** against the **Insured** is likely, or which have given rise to a **Claim** against the **Insured**; or
 - d. facts, circumstances, incidents or events likely to give rise to a **Claim** being made under Extension 2, **Individual Liability**, Extension 3, **Principal & Other Party Liability**, or Extension 5 **Unsatisfied Awards**.
- ii. The **Insured** will notify the **Insurer** as soon as reasonably practicable after a **Responsible Person** becomes aware of any actual or alleged **Specified Criminal & Other Offences** by the **Insured**, including the receipt by the **Insured** of any notice of summons or other process served upon the **Insured** in relation to any **Specified Criminal & Other Offences**.
- iii. Solely in respect of Insuring Clause 1.5, **Retroactive Employers' Liability** and Extension 4. **Transfer of Undertakings (TUPE)** the **Insured** will notify the **Insurer** as soon as reasonably practicable after a **Responsible Person** becomes aware of:
 - a. any **Claim** first made against the **Insured** during the **Period of Insurance** in relation to any actual or alleged **Bodily Injury**;
 - b. any facts, circumstances, incidents or events involving or in connection with any actual or alleged **Bodily Injury** where a **Responsible Person** reasonably anticipates that a **Claim** against the **Insured** at some future time is likely.
- iv. Any **Claims** arising out of facts, circumstances, incidents or events notified in accordance with iii.b. above will be deemed to have been first made against the **Insured** during the **Period of Insurance**.
- v. Where notice, has been given under i., ii. or iii. above:
 - a. if posted the date of posting will constitute the date that notice was given, and proof of posting will be sufficient proof of notice; and/or
 - b. if sent by email the date that the email was sent will constitute the date that notice was given, and proof of sending will be sufficient proof of notice.

2. Consent to Incur Costs

- i. The **Insured** will obtain the written consent (including by email) of the **Insurer** prior to incurring of:
 - a. **Legal Costs**;
 - b. **Prosecution Defence Costs**;
 - c. **Public Relations Crisis Management Costs**;
 - d. **Data Breach Notification Costs**; and/or
 - e. **Data Breach Support Services Costs**.

- ii. Where the **Insurer's** consent cannot reasonably be obtained by the **Insured** prior to the incurring of:
 - a. **Legal Costs;**
 - b. **Prosecution Defence Costs;**
 - c. **Public Relations Crisis Management Costs;**
 - d. **Data Breach Notification Costs;** and/or
 - e. **Data Breach Support Services Costs,**

the **Insurer** agrees to pay to, or on behalf of the **Insured** such items listed in ii a. to e. and covered under this policy where the **Insurer's** written consent was not obtained in advance of the incurring of such items, provided:

1. they are necessarily incurred and that the maximum amount incurred prior to the obtaining of the **Insurer's** written consent does not exceed GBP 10,000 part of any **Single Liability Loss;** and
2. the **Insured** obtains the **Insurer's** written consent (including by email) in accordance with Claims Condition 2 i. as soon as is reasonably practical after starting to incur any of the items listed in ii a. to e. above.

3. Co-operation of the Insured

In the event of any notification under Claims Condition 1 **Notice to the Insurer**, the **Insured** will provide reasonable co-operation with the **Insurer** and/or the **Insurer's** representatives in the **Insurer's** investigation of such notified **Claim** or circumstance.

4. Defence & Settlement of Claims

- i. The **Insurer** will have the right to control the investigation, negotiation, adjustment and defence of any **Claim** and, should it occur, any appeal, or counterclaim for which indemnity is sought under this policy unless the **Insurer** specifically permits the **Insured** to exercise such control.
- ii. The party controlling the investigation, negotiation, adjustment and defence of any **Claim** and, should it occur, any appeal, or counterclaim, will have the right to select defence counsel in respect of such **Claim** with the consent of the other party which consent will not be unreasonably delayed, denied or withheld.
- iii. The **Insurer**, or if applicable the **Insured**, will consult with, and permit the other party to actively participate in the investigation, negotiation, adjustment and defence of any **Claim** and, should it occur, any appeal, or counterclaim.
- iv. The **Insured** will provide all reasonable information and documentation relating to any **Claim** when requested to do so by the **Insurer**, however nothing will require the **Insured** to provide to the **Insurer** any document which is legally privileged in circumstances where the **Insured** has been legally advised by an external lawyer that its disclosure to the **Insurer** is liable to result in loss of that legal privilege.
- v. If a claimant is willing to settle a **Claim** against the **Insured**, the **Insurer** and the **Insured** will discuss that settlement opportunity and its potential terms and will adhere to the following provisions:
 - a. If the **Insurer** or the **Insured** wants a settlement offer to be made or accepted the relevant party will seek the consent of the other party to the making or acceptance of such settlement offer. In the event that agreement cannot be reached between the parties, the **Insurer** and the **Insured** will brief a Senior Counsel to advise on whether the offer or acceptance, as the case may be, is advisable judged solely on the legal merits of the case.
 - b. The advice of Senior Counsel as provided for in Claims Condition 4.v.a. above will be binding on both the **Insurer** and the **Insured**, provided that Senior Counsel may be asked to provide a further opinion at any point prior to the making of a settlement offer if the material circumstances of the case have altered sufficiently to warrant a reappraisal, in which circumstances the subsequent opinion will be binding. Nothing in this Claims Condition prevents the **Insured** from settling any **Claim** at a level in excess of that

recommended by Senior Counsel and the **Insurer** will be liable to reimburse the **Insured** but only to the extent of the maximum sum recommended by the Senior Counsel.

- c. The selection of the Senior Counsel is to be agreed by the **Insurer** and the **Insured** or, in the event that such agreement cannot be reached, the Senior Counsel will be appointed by the Chairman or equivalent of the professional body for counsel in the relevant jurisdiction. The Senior Counsel's fees will be borne equally by the **Insurer** and the **Insured** and will not form part of the **Limit of Liability**.
- d. For the avoidance of doubt, unless the parties otherwise agree, the Senior Counsel will not determine whether the **Claim** is covered under this policy.
- e. For the purposes of Claims Condition 4.v a, b, c, d, above 'Senior Counsel' means a lawyer of at least ten (10) years' experience, as a qualified lawyer, in liability cases permitted to practise in the jurisdiction in which the **Claim** is made.

5. Claims Obligations of the Insurer Following Notice

- i. In the event of any notification under Claims Condition 1, **Notice to the Insurer**, within thirty (30) days of the receipt and acceptance by the **Insurer** of such notice (which acceptance will not be unreasonably withheld, delayed or denied):
 - a. in respect of a **Claim** for which indemnity is sought under Insuring Clause 1.1 **Employers' Liability** (other than Insuring Clause 1.4 **Defence of Specified Criminal & Other Offences**) or under any of the **Extensions**, where possible, the **Insurer** will confirm policy coverage in writing and indicate whether they intend to defend such **Claim** or seek a settlement of such **Claim** in accordance with Claims Condition 4 **Defence & Settlement of Claims**;
 - b. in respect of any actual or alleged **Specified Criminal & Other Offences** by the **Insured** for which indemnity is sought under Insuring Clause 1.4 **Defence of Specified Criminal & Other Offences**, where possible, the **Insurer** will confirm policy coverage in writing.
- ii. Where it is not possible to confirm policy coverage in accordance with Claims Condition 5.i. above, the Insurer will explain its position on policy response in writing including details of:
 - a. the reason(s) why the **Insurer** is unable to confirm policy coverage;
 - b. the extent to which the **Insurer's** views are provisional;
 - c. what further information (if any) the **Insurer** requires from the **Insured** in order to give further consideration to policy response, and why that further information is required;
 - d. proposed next steps; and
 - e. the extent to which the **Insurer's** views are dependent upon the nature of the **Claim** being brought against the **Insured**, or the actual or alleged **Specified Criminal & Other Offences** of the **Insured**.
- iii. Where policy coverage has been confirmed by the **Insurer** but full payment of the **Claim** has not been made, the **Insurer** will, as soon as reasonably practicable where requested and upon presentation of invoices by, or on behalf of the **Insured** pay **Legal Costs**; and/ or **Prosecution Defence Costs**; and/or **Employers' Liability Costs & Expenses** as they fall due for payment.
- iv. Where initial payments have been made under the provisions of Claims Condition 5 iii. above any necessary adjustment on final agreement of the final quantum of the **Claim** under this policy will be made by the **Insurer**.
- v. The **Insured** agrees to provide all reasonable assistance, information and documentation requested by the **Insurer** to enable it to discharge its responsibility under this Claims Condition 5, subject always to the provisions of Claims Condition 4, **Defence & Settlement of Claims**.

6. Other Insurance Policies

- i. If there is any other more specific, valid and collectible insurance effected by, or on behalf of the **Insured** and the **Insured** is entitled to recover or actually recovers under such other insurance, the liability of the **Insurer**

under this policy will be limited to that part of any **Single Liability Loss** including all associated **Employers' Liabilities Costs & Expenses** not recoverable under such other more specific, valid and collectible insurance.

- ii. Any loss, fees costs and expenses recoverable pursuant to any other more specific valid and collectible insurance to the benefit of the **Insured** will not be cumulative upon, but will erode the amount of the **Retention**.

7. Recoveries

Unless the **Insured** and the **Insurer** have otherwise agreed a specific allocation of any recoveries, any recoveries will be allocated in the following order of reimbursement:

- i. for any costs and expenses reasonably and necessarily incurred in relation to the recovery;
- ii. the **Insured** will be reimbursed for any loss exceeding the Programme Limit of Liability;
- iii. the insurers of any specific excess insurance above the **Limit of Liability** will be reimbursed for any amounts paid to the **Insured** under such specific excess insurance;
- iv. the **Insurer** will be reimbursed for any amounts otherwise paid to the **Insured** under this policy; and
- v. the **Insured** will be reimbursed for the **Retention**.

'Programme Limit of Liability' for the purposes of Claims Condition 7 means the **Limit of Liability** (plus all applicable **Sub-Limits** which are in addition to the **Limit of Liability**) plus the limit of liability under any other policy of insurance which was purchased by the **Insured** as specific excess insurance above the **Limit of Liability**.

8. Subrogation & Subrogation Waiver

- i. Upon and to the extent of any **Claim** payment made by the **Insurer** to, or on behalf of the **Insured** or the **Insurer's** promise to pay a **Claim** (including providing a confirmation of coverage to the **Insured**) or the **Insurer's** liability to pay a **Claim** having been established under this policy:
 - a. the **Insurer** will be subrogated to all the **Insured's** rights of recovery against any person or organisation in respect of such **Claim** payment; and
 - b. the **Insured** will execute and deliver instruments and papers and do whatever else is reasonably necessary to secure such rights.
- ii. The insurance provided under this policy will not be prejudiced or invalidated by any agreement by the **Insured** to waive or limit any or all rights of recovery against any party in respect of any incident, actionable cause or injury covered by this policy where such waiving or limiting occurs prior to any such incident, actionable cause or injury occurring. The **Insured** will not take any action after the occurrence of such incident, actionable cause or injury so as to prejudice the subrogation rights of the **Insurer**.
- iii. Notwithstanding the provisions of Claims Condition 8.i. in the event of a **Claim** arising under this policy, the **Insurer** agrees to waive any rights, remedies or relief to which it might become entitled by subrogation against
 - a. any other **Insured** and/or
 - b. any parent company of the **Insured** (or a subsidiary of such parent company) where not an **Insured** under this policy.

9. Fraudulent Claims

If a **Claim** under this policy is made fraudulently by an **Insured** under this policy the provisions of the Insurance Act 2015 will apply.

General Conditions

1. Cancellation

- i. This policy may be cancelled by the **Policyholder** at any time during the **Period of Insurance** by giving fourteen (14) days' notice to the **Insurer** at its last known address.
- ii. This policy may be cancelled by the **Insurer** by giving ninety (90) days' notice to the **Policyholder** at the **Policyholder Address** specified in Item 1 of the Schedule.
- iii. In the event of cancellation of this policy by the **Insured** in accordance with the provisions of i. above, the **Insurer** will refund any unearned premium (being that part of the premium less any paid claims) computed at pro rata to the unexpired **Period of Insurance** to the extent that:
 - a. there has been no **Claim** made under this policy for which the **Insurer** has made a payment;
 - b. there is no **Claim** made under this policy which is still under consideration by the **Insurer**; and
 - c. there are no facts, circumstances, incidents or events which the **Insured** is aware of and which are reasonably likely to give rise to a **Claim** under this policy which has yet to be notified to the **Insurer**.
- iv. In the event of cancellation of this policy by the **Insurer** in accordance with the provisions of ii. above, the **Insurer** will refund premium computed at pro rata to the unexpired **Period of Insurance**.
- v. Where notice, has been given under General Condition 1 i. or ii. above:
 - a. if posted the date of posting will constitute the date that notice was given, and proof of posting will be sufficient proof of notice;
 - b. if sent by email the date that the email was sent will constitute the date that notice was given, and proof of sending will be sufficient proof of notice.

2. Choice of Law & Disputes

- i. Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this policy to the extent permitted by those laws, unless the parties agree otherwise in writing the **Insurer** has agreed with the **Policyholder** that this policy is subject to the law applying in that part of the United Kingdom of Great Britain and Northern Ireland; the Channel Islands; or the Isle of Man where the **Policyholder Address**, as shown in Item 1 of the Schedule, is located.
- ii. If there is any dispute as to which law applies, it will be English Law.
- iii. Any dispute between the **Insured** and the **Insurer** regarding any aspect of this policy including in relation to its existence, validity or termination will be resolved as follows:
 - a. firstly, the parties will endeavour to resolve the dispute amicably;
 - b. secondly, if the dispute cannot be resolved by way of General Condition 2.iii.a. within fourteen (14) days of that dispute arising, the dispute may be referred by either party by notice in writing to mediation, with a mutually agreeable mediator. In default of agreement as to the mediator to be appointed, he or she will be appointed by the President for the time being of the Law Society of England and Wales. The costs of the mediator will be borne equally by the parties and will not form part of the **Limit of Liability**;
 - c. thirdly, if the dispute cannot be resolved by way of mediation under General Condition 2.iii.b. to the satisfaction of either party within forty five (45) days of the dispute being referred to mediation, the dispute will be submitted to the jurisdiction of the courts in that part of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, or the Isle of Man where the **Policyholder Address**,

as shown in Item 1 of the Schedule, is located who have jurisdiction to finally determine the dispute. If there is any dispute as to which courts have jurisdiction the English courts alone will have jurisdiction to finally determine the dispute.

3. Conditions Precedent

No provision in this policy will be construed as a condition precedent unless it is expressly and individually stated to be a condition precedent.

4. Contract (Rights of Third Parties) Act 1999

This policy does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation by any person who is not named as the **Insured** and both the **Insurer** and **Insured** may amend, cancel or lapse this policy without giving notice to, or requiring the consent of, any other third party. However, this will not preclude rights enforceable under the Third Parties (Rights against Insurers) Act 2010.

5. Employers' Liability (Compulsory Insurance) Act 1969

- i. The indemnity granted by this policy is deemed to be in accordance with the provisions of any law enacted in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands relating to the compulsory insurance of liability to employees.
- ii. If the **Insurer** is obliged to pay **Liability Loss** under Insuring Clause 1.1 **Employers' Liability** as a legal requirement of any compulsory liability insurance in circumstances where the **Insurer** would otherwise not have been liable for such **Liability Loss**, the **Insured** hereby agrees to reimburse the **Insurer** for any such payment made.

6. Fair Presentation

- i. In the event of a breach of the duty of fair presentation by an **Insured** in relation to a variation of this policy which is deliberate or reckless, the **Insurer** may treat the policy as if the variation was never made and need not return any of the premiums paid in respect of the variation, in respect of such **Insured**.
- ii. In the event of a breach of the duty of fair presentation by an **Insured**, prior to the commencement of the policy or prior to a variation of the policy, which is neither deliberate nor reckless and the **Insurer** can show that, but for the breach, it would have entered into the policy or the variation (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, then in the event of a claim, at the **Insured's** election either:
 - a. the **Insured** will be liable to pay to the **Insurer** such additional premium as would reasonably have been charged had the duty of fair presentation not been breached, or
 - b. the **Insurer** need only pay on the claim X% of what it would otherwise have been under an obligation to pay as calculated in accordance with section 6 (if the breach of duty by the **Insured** was prior to the commencement of the policy) or Y% of what it would otherwise have been under an obligation to pay as calculated in accordance with section 11 (if the breach of duty by the **Insured** was prior to a variation of the policy) of Schedule 1 of the Insurance Act 2015.

If the **Insured** elects General Condition 6.ii.a. above and pays the additional premium due then the **Insurer** will have no right to reduce proportionately the amount that it would otherwise have been under an obligation to pay under the terms of the policy.

If the **Insured** elects General Condition 6.ii.b. above, the parties agree that the **Insurer** will not have a right to reduce proportionately any claim that has already been settled under the policy.

If the breach of the duty of fair presentation by an **Insured** is in relation to a variation of the policy, it is agreed that the **Insurer** will only have a remedy (and therefore the **Insured** need only make an election) in respect of claims arising out of or in relation to the variation.

For the avoidance of doubt, General Condition 6.ii. does not prevent the **Insurer** from showing that, but for the breach of the duty of fair presentation, it would have not have entered into the policy or variation on any terms or would have entered into the policy or variation on different terms, other than terms relating to premium.

For the purposes of General Condition 6, the phrases 'duty of fair presentation' and 'deliberate or reckless' will have the same meanings as given to them in the Insurance Act 2015.

7. Fundamental Changes to the Risks Insured

If at any time during the **Period of Insurance** the **Insured** becomes aware of anything that fundamentally changes the nature of the risks insured under this policy the **Insured** will notify the **Insurer** as soon as reasonably practicable after a **Responsible Person** becomes aware of any such changes.

8. Interpretation

This policy wording, its Schedule and any endorsements are one contract in which unless the context otherwise requires:

- i. capitalised words in **bold** text have a specific meaning as included in the Definitions section of this policy;
- ii. the singular includes the plural, and vice versa;
- iii. headings in **bold underlined** text are descriptive only and not an aid to interpretation;
- iv. the male includes the female and neuter;
- v. all references to specific legislation or EU directives will include amendments to and re-enactments of such legislation or directives and will include their equivalents in any jurisdiction other than where such references to specific legislation or EU directives are contained in **Exclusions**;
- vi. all references to industry standards (for example ISO or BES) will include amendments to and replacements of such standards and will include their equivalents in any jurisdiction;
- vii. references to positions, offices or titles will include their equivalents in any jurisdiction;
- viii. notwithstanding the provisions of the **Insuring Clauses** and **Extensions** of this policy that state the **Insurer** will 'pay on behalf of the **Insured**', where the **Insured** has already paid all or part of any **Liability Loss** or **Prosecution Defence Costs** the 'pay on behalf of' obligations of the **Insurer** will be deemed satisfied where the **Insurer** indemnifies the **Insured** for such **Liability Loss** or **Prosecution Defence Costs**;
- ix. where the consent of the **Insurer** is required by the **Insured** the **Insurer** will not unreasonably withhold, delay or deny such consent;
- x. this policy wording is accepted by and adopted as the wording of all **Insurers**, notwithstanding that the policy or part thereof, may in fact, have been put forward in part or full by the **Insured** and/or its brokers or other representatives.

9. Limit of Liability, Sub-Limits & Retention

- i. The liability of the **Insurer** under this policy will not exceed the **Limit of Liability** plus any applicable **Sub-Limits** that are specifically detailed as in addition to the **Limit of Liability** in the Schedule.

- ii. The liability of the **Insurer** under this policy arising directly or indirectly from **Terrorism** will not exceed the **Limit of Liability** plus any applicable **Sub-Limits** that are specifically detailed as in addition to the **Limit of Liability** in the Schedule.
- iii. Certain elements of this policy are subject to a **Sub-Limit**, the liability of the **Insurer** for such elements will not exceed any applicable **Sub-Limit**.
- iv. The **Limit of Liability** (other than in respect of Insuring Clause 1.1 **Employers' Liability**) will apply in excess of any applicable **Retention**.
- v. Other than in respect of Insuring Clause 1.4 **Defence of Specified Criminal & Other Offences**, the **Limit of Liability** and/or **Sub-Limits** applicable to the individual Insuring Clauses forming part of Insuring Clause 1, **Employers' Liabilities** and **Extensions** are not cumulative as to amount and where a **Single Liability Loss** and associated **Employers' Liabilities Costs & Expenses** arise from, or in connection with one event being recoverable under more than one Insuring Clause and/or **Extension**, only one **Limit of Liability** being the largest applicable shall be payable by the **Insurer** subject always to Insuring Clause 1.1 **Employers' Liability** providing a dedicated minimum of GBP 5,000,000 any one **Single Liability Loss** unaffected by claims under any other Insuring Clause or **Extension**.

10. Premium Adjustments

- i. If the annual premiums specified in Item 6 of the Schedule are provisional and are based on estimates provided by the **Policyholder**, the **Policyholder** will as soon as is reasonably practicable after the expiry of the **Period of Insurance** provide the **Insurer** with a declaration of the actual amounts.
- ii. If the actual amounts are less than ninety percent (90%) of the total of the estimates the **Insurer** will pay a return premium to the **Insured** calculated on a pro rata basis up to a maximum of ninety percent (90%) of the annual premium, subject always to the **Insurer** being able to retain any minimum premiums stipulated in the Schedule.
- iii. If the actual amounts are greater than one hundred and ten percent (110%) of the total of the estimates the **Insured** will pay an additional premium to the **Insurer** capped at ninety percent (90%) of the pro rata calculation, subject to the provisions of iv. below.
- iv. In the event that this policy is not renewed with the **Insurer**, the ninety percent (90%) cap in respect of the pro rata calculation will not apply and the **Insurer** may charge the full pro rata additional premium.

11. Sanctions Limitation

The **Insurer** will not be deemed to provide cover and will not be liable to pay any **Claim** or provide any benefit under this policy to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose that **Insurer** its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or applicable trade or economic sanctions, laws or regulations.

12. Severability

The liability of the **Insurer** under this policy to any one **Insured** will not be conditional upon the observance and fulfilment of any other **Insured** of the terms of this policy and of any duties imposed upon it relating thereto and will not be affected by any failure in such observance or fulfilment by any other **Insured**. This clause will not amend the provisions of Claims Condition 9 **Fraudulent Claims**.

13. Warranties

No provision in this policy will be construed as a warranty unless it is expressly and individually stated to be a warranty.

Definitions

1. **Bodily Injury** means:

- i. death, bodily injury, illness, disability or disease;
- ii. mental injury, mental anguish, nervous shock, or medically recognisable psychiatric or psychological injury, including post-traumatic stress disorder,

of, or to any **Employee**.

2. **Breach of Data Protection Statutes** means the **Insured's** breach of:

- i. the Data Protection Act 1998 which gives rise to a demand for compensation under Section 13;
- ii. the Data Protection Act 2018 which gives rise to a demand for compensation under Section 168 or 169;
- iii. the General Data Protection Regulation (Regulation (EU) 2016/679) under Article 82;
- iv. any other statute or regulation within:
 - a. the United Kingdom of Great Britain and Northern Ireland;
 - b. the Channel Islands; and/or
 - c. the Isle of Man,

relating to the collection, storage, processing, deletion and/or safeguarding of personal data, and which gives rise to any actual or alleged damage or distress to an **Employee**.

3. **Claim** means any demand, suit or proceeding (including interim proceeding), including any civil proceeding, third party proceeding, regulatory adjudicatory or regulatory enforcement proceeding, counterclaim, arbitration, alternative dispute resolution process, brought either for compensation or which could, if successful be expected to result in the payment of **Compensation** or other relief, including non-pecuniary relief.

Any appeal in relation to a **Claim** will be deemed part of that **Claim**.

4. **Claimant Costs** means any costs and expenses (including legal fees and expenses, court costs, accountant's costs and loss adjuster's costs) incurred by a claimant in connection with a **Claim** made against the **Insured** (including any appeal from an award of a court, tribunal or alternative dispute resolution process) for which the **Insured** is liable to reimburse the claimant.

5. **Claims Support Costs** means all fees, costs and expenses reasonably incurred by, or on behalf of the **Insured** for Marsh Claims Solutions to provide specialist claims and risk management support services where a **Claim**, or facts, circumstances, incidents or events reasonably anticipated to result in a **Claim**, involves a fatality of an **Employee**, or a life changing injury to an **Employee** as the result of a sudden event, and where there is a reasonable expectation of an investigation by the Health and Safety Executive or other statutory or regulatory body.

At the option of the **Insured**, the **Insured** may select to use alternative service providers (other than legal firms or partnerships) to Marsh Claims Solutions being any other professionals, specialists or consultants in relation to a specific **claim** with the prior consent of the **Insurer**.

For the purposes of this Definition 5 'life changing injury' means:

- i. a disablement, reasonably anticipated by an appropriately qualified medical practitioner to be of a nature that would completely and continuously prevent the person from attending to their usual occupation and which is beyond hope of improvement;
- ii. loss of a limb (one or more);
- iii. loss of sight (one or both eyes);

- iv. loss of speech; and/or
- v. loss of hearing.

Claims Support Costs does not mean **Legal Costs**.

6. **Compensation** means
- i. any civil compensation or damages payable to a claimant pursuant to a final judgment, award directive, order or similar act of a court, tribunal, regulator, adjudicator or alternative dispute resolution process binding on the **Insured**; or
 - ii. any amounts payable to a claimant in accordance with a written agreement made by, or on behalf of the **Insured** and such claimant in settlement of a **Claim** made against the **Insured**.
7. **Court & Inquiry Attendance Costs** means the day rates stated in Item 4 of the Schedule for each day or part of a day on which:
- i. a director, officer, partner of the **Insured**, and/or
 - ii. any **Employee**,
- is compelled to attend (other than by the **Insured**), or attends at the request of the **Insurer**, a court hearing, arbitration proceeding, case review meeting, pre-trial conference or inquiry in connection with a **Claim** where a **claim** may be made under Insuring Clause 1, **Employers' Liabilities**.
8. **Data Breach Notification Costs** means all fees, costs and expenses reasonably incurred by, or on behalf of the **Insured** for the collation of information, preparation for and notification to data subjects of any **Personal Data Breach** (including postage expenses and related advertising expenses) occurring during the **Period of Insurance** and where:
- i. there is a legislative or regulatory requirement for notification; and/or
 - ii. an external lawyer advises that failure to take such action would be in breach of a law, statute, rule, regulation, code or guideline which is binding on the **Insured**, or which the **Insured** reasonably believes to be binding on them;
 - iii. recommended by an **Information Commissioner**; and/or
 - iv. the election to notify is not mandated by legislation or regulation but where failure to notify is reasonably expected by a **Responsible Person** to negatively affect the **Insured's** brand or public image.
9. **Data Breach Support Services Costs** means all fees, costs and expenses reasonably incurred by, or on behalf of the **Insured** for a service provider to provide support services (including costs associated with establishing and/ or the provision of and/or engaging third parties to provide a call centre and/or the provision of credit file monitoring services and/or identify theft assistance and/or identity theft insurance) to any data subject, affected or potentially affected by any **Personal Data Breach** occurring during the **Period of Insurance**.
10. **Employee** means any person under a contract of service or apprenticeship with the **Insured** including:
- i. former employees of the **Insured** hired by the **Insured** on a consultancy basis;
 - ii. persons gaining education, engaged under work experience, training, study or similar schemes;
 - iii. any labour master or labour only sub-contractor or persons supplied by them;
 - iv. self-employed persons;
 - v. any person hired to, borrowed by or supplied to the **Insured** from any other employer;
 - vi. persons on secondment to an **Insured**;
 - vii. drivers or operators of plant & machinery hired to the **Insured**;
 - viii. persons supplied to the **Insured** under a contract or agreement the terms of which deem such person to be in the employment of the **Insured**, for the duration of such contract or agreement;
 - ix. outworkers and home workers;

- x. any prospective employee who is being assessed by the **Insured** as to his or her suitability for employment;
 - xi. any other person defined under Section 34.-(1), Section 35.-(2) and Section 54.-(3)(b) of the National Minimum Wage Act 1998;
 - xii. voluntary workers;
 - xiii. officers, members, committee and voluntary helpers of the **Insured's** restaurant, canteen and/or welfare organisations and nursery, crèche or childcare facilities;
 - xiv. the officers and members of the **Insured's** security, rescue, first aid, medical, fire and ambulance services;
 - xv. officers, members, committee and voluntary helpers of the **Insured's** sports and social organisations;
 - xvi. persons working under the Community Offenders Act 1978 the Community Offenders (Scotland) Act 1978; and/or
 - xvii. any other person deemed to be an employee of the **Insured** by law.
11. **Employers' Liabilities Costs & Expenses** means those individual items listed in Insuring Clause 2 **Employers' Liabilities Costs & Expenses.**
12. **Information Commissioner** means an information commissioner of the Information Commissioner's Office (UK) or the equivalent in any other jurisdiction, or any national, local, federal, state, governmental regulatory, law enforcement, or statutory body in any jurisdiction (including an institution, agency or other body of the European Union) which governs, regulates or enforces data protection and/or data privacy.
13. **Insured** means:
- i. the **Policyholder** and those entities specified as such in Item 1 of the Schedule, for their respective rights and interests; and
 - ii. additionally in respect of Insuring Clause 1.4 **Defence of Specified Criminal & Other Offences:**
 - a. a director, officer, partner of the **Insured**, and/or
 - b. any **Employee.**
14. **Insured's Business** means the business undertaken by the **Insured** as described in Item 1 of the Schedule (and any former business activities of the **Insured** as declared to and agreed by the **Insurer**) which will also include all ancillary work or operations undertaken by, or on behalf of the **Insured** in connection therewith, and will include:
- i. employment of contractors and subcontractors for performance of work on behalf of the **Insured**;
 - ii. the organisation of, attendance at and participation in exhibitions, trade fairs, conferences, seminars and the like;
 - iii. the provision of training facilities including team building activities for **Employees**;
 - iv. property owners, lessors and lessees including development, repair, refurbishment and maintenance of own property;
 - v. the provision and management of canteen, social, sports, welfare, medical, first aid, fire, rescue and ambulance services where incidental to the operations of the **Insured**;
 - vi. fire and security services maintained primarily for the protection of the **Insured's** premises, buildings or locations;
 - vii. the provision and management of nursery, crèche or child care facilities where incidental to the operations of the **Insured** for the benefit of **Employees**;
 - viii. private work undertaken by any **Employee** for any director or partner or executive of the **Insured**;
 - ix. security operations undertaken by organisations for the benefit of the **Insured**;
 - x. the organisation or sponsorship of charitable events or similar fund raising activities;

- xi. the sponsorship of events, organisations, entities and individuals;
 - xii. the repair maintenance and servicing of mechanically propelled vehicles the property of the **Insured**;
 - xiii. the sale or disposal of own property and goods including owned mechanically propelled vehicles;
 - xiv. the provision of gifts and promotional material incidental to the operations of the **Insured**; and/or
 - xv. the provision of dining refreshment and entertainment amenities for customers guests and visitors of the **Insured**.
15. **Insurer** means the party named as such in the Schedule of Insurers.
16. **Legal Costs** means:
- i. reasonable legal fees, disbursements and other expenses (including court costs) reasonably incurred by the **Insured**:
 - a. in the investigation, negotiation, adjustment, defence or settlement of a **Claim** or any appeal in relation to such **Claim**;
 - b. in pre-trial and case reviews;
 - c. conducting any proceedings for indemnity, contribution or recovery relating to a **Claim**; and/or
 - d. arising from any coroner's inquest or inquiry in respect of the death of any person;
 - ii. other reasonable costs related to those described in i. above where incurred in accordance with Claims Condition 2 **Consent to Incur Costs**.
17. **Liability Loss** means **Compensation, Legal Costs, and/or Claimant Costs**.
18. **Limit of Liability** means the amounts designated as such and specified in Item 3 of the Schedule.
19. **Motor Vehicle** means motor vehicles, caravans, and/or trailers.
20. **Offshore Working** means working on any offshore installation (including any offshore exploration, drilling or production rig or platform) or support accommodation vessel for any offshore installation or in transit (including embarkation and disembarkation from any conveyance) to from or between any offshore installation or support accommodation vessel for any offshore installation.
21. **Other Injury** means:
- i. humiliation, false arrest, malicious prosecution, wrongful detention, false accusation of any criminal offence;
 - ii. wrongful entry, wrongful eviction, or other invasion or breach of a right of private occupancy;
 - iii. defamation, libel, slander, or other civil wrongs causing disparagement or harm to the reputation or character
 - iv. invasion or breach of a right of confidentiality or privacy (but excluding any **Breach of Data Protection Statutes**);
- of, to or against any **Employee** and where not related to any breach by the **Insured** of any obligation or duty owed or purportedly owed by the **Insured** as an employer.
22. **Period of Insurance** means the period designated as such and specified in Item 1 of the Schedule.
23. **Personal Data Breach** means the unauthorised disclosure or transmission of any information for which the **Insured** is responsible, where such information relates to a natural person and is non-public information capable of individually identifying such natural person, including a natural persons' name, email address, telephone number, credit card or debit card number, account and other banking information, medical information, or any other data protected under any data protection (or data privacy) law or regulations.
24. **Policyholder** means the entity designated as such and specified in Item 1 of the Schedule.
25. **Prosecution Defence Costs** means:

- i. reasonable legal fees, disbursements and other expenses (including court costs) reasonably incurred by the **Insured**:
 - a. in the investigation, negotiation, adjustment, defence or any appeal;
 - b. in pre-trial and case reviews;
 - ii. all other costs incurred with the consent of the **Insurer**; and
 - iii. prosecution costs awarded against the **Insured**,
- in relation to an actual or potential prosecution or criminal proceeding.
26. **Public Relations Crisis Management Costs** means all fees, costs and expenses reasonably incurred by, or on behalf of the **Insured** in respect of public relations, crisis management and/or crisis communications activities to maintain or protect the **Insured's** brand or public image as may be impacted by events covered under this policy.
27. **Responsible Person** means those positions (and/or the alternates or deputies to such positions) nominated as such and as specified in Item 1 of the Schedule.
28. **Retention** means the amount designated as such and specified in Item 5 of the Schedule being the amount retained by the **Insured** in respect of a **claim** under this policy.
29. **Single Liability Loss** means all **Liability Loss** arising from, or in connection with one event.
30. **Specified Criminal & Other Offences** means any:
- i. actual or alleged offence by the **Insured** under:
 - a. the Data Protection Act 1998 as described in Section 21; and/or
 - b. the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 and/or the Food Safety Act 1990 or Food Hygiene (Amendment) Regulations 1990;
 - c. Corporate Manslaughter and Corporate Homicide Act 2007, and/or
 - d. any other legislation (other than as stated in a, b, and c above), EU directives or binding regulations applicable to the **Insured** in respect of the health and safety of **Employees**;
 - ii. actual or alleged offence of manslaughter or culpable homicide by directors, officers or partners, or former directors, officers or partners of the **Insured**, or any **Employee** in connection with the **Insured's Business**,
- in connection with any actual or potential **claim** covered under Insuring Clause 1.1 **Employers' Liability**, Insuring Clause 1.3 **Data Protection Liability** and/or Insuring Clause 1.5 **Retroactive Employers' Liability**.
31. **Specified Insured** means the individual **Insureds** specified as such in Item 2 of the Schedule in respect of Insuring Clause 1.5 **Retroactive Employers' Liability**.
32. **Sub-Limits** means the maximum amount the **Insurer** will pay in relation to those amounts designated as such and specified in Item 4 of the Schedule.
33. **Territorial Limits** means those territories nominated as such and as specified in Item 1 of the Schedule.
34. **Terrorism** means:
- i. an act of terrorism committed, including the use of force or violence and/or the threat thereof, by any person or group of persons, whether acting alone, or on behalf of, or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to overthrow or influence any government de jure or de facto and/or to put the public, or any section of the public, in fear; and/or
 - ii. any action in controlling, preventing, suppressing, retaliating against, or responding to any act, or preparation in respect of action described in i. above.

Appendices

Appendix A

Claims Notification Contacts

In the event of an actual or likely claim please notify the **Insurer** in accordance with Claims Condition 1. **Notice to the Insurer** by

Telephone: 0345 300 4006

Customer care claims helpline

We recognise that losses mean disruption to your business and that the ultimate test of any insurance policy is providing a fast, effective claims service. We also realise that running a business means that it might not be convenient for you to report a claim to us during normal office hours. That's why you can now notify us of any claim when it suits you – any time of the day or night all you have to do is call the number above.

Customer notification

Conditions that apply to this policy in the event of a claim are set out in Claims Condition 1. **Notice to the Insurer**. It is important that you comply with all policy conditions and you should familiarise yourself with their requirements.

Directions for claim notification are included in Claims Condition 1. **Notice to the Insurer**. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The Claims Conditions require you to provide us with any reasonable assistance and evidence that we may require concerning the cause and value of any claim. Ideally, as part of your initial claim notification, you should provide:

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the injury or damage
- Details of the injury or damage together with claim value if known

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property

Sometimes we or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, or to undertake further investigations.

Preferred suppliers

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

Appendix B

Additional Services

Emergency repairs

Should emergency repairs be needed to your property, we will put you in touch with a tradesman from our carefully selected panel. You will have to pay the cost of any work done, but where the damage is caused by an insured event, you can of course submit the cost as part of your claim. Whatever the nature of the emergency, you just need to make a single phone call.

Catastrophe claim

If you are faced with a major catastrophe, such as a serious fire or flood, we recognise that you will need expert assistance immediately. We will send a representative to help you in a major crisis, 24 hours a day, 365 days a year.

Advice lines

Where do you turn for answers to questions that affect your business? Our advice lines will put you in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

- Legal assistance
- Health and Safety issues

Please call the 24 hours Helpline 0345 078 7543 quoting code 70201.

Appendix C

Privacy Notice

At Royal & Sun Alliance Insurance Ltd we provide commercial insurance policies directly or in partnership with other organisations.

Where individuals are covered under the terms of these insurance policies we may need to process their personal information.

Information including the purpose and basis for the processing, how long data will be retained for and about the individual rights under the data protection regulation can be found at:

www.rsagroup.com/support/legal-information/privacy-policy/

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer
RSA
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

You may also email us at crt.halifax@uk.rsagroup.com.

Appendix D

Employers' Liability Tracing Office

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the 'ELTO') and added to an electronic database, (the 'Database').

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the 'Claimants'):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes.

Appendix E

Complaints Procedure

Our Commitment to Customer Service

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

Step 1

If your complaint relates to your policy then please contact the sales and service number shown in your schedule. If your complaint relates to a claim then please call the claims helpline number.

We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

Step 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

Post: RSA Customer Relations Team, P O Box 255, Wymondham,
NR18 8DP

Email: crt.halifax@uk.rsagroup.com

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within eight (8) weeks of the date we received your complaint.

Financial Ombudsman Service

If you are still not happy

If you are still unhappy after our review, or you have not received a written offer of resolution within eight (8) weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 0800 0234567 (free on mobile phones and landlines)

0300 1239123 (same rate as 01 or 02 numbers)

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

Website: www.financial-ombudsman.org.uk

You have six (6) months from the date of our final response to refer your complaints to the FOS. This does not affect your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.



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