

# Commercial Select New Business Schedule

Please note that you must advise your insurance adviser of any changes to the risk and items to be covered.

Policy Number: 07/SZ/28683809/05 Agreement Number: Not Applicable

Account Number: 07/13486 Insurance Adviser: Arthur J. Gallagher

The Insured: SPRINTERS TRAVEL LIMITED

Postal Address: 10A  
OGILVIE ROAD  
HIGH WYCOMBE BUCKINGHAMSHIRE  
HP12 3DS

First Premium:	£	688.00	Annual Premium:	£	800.00
Insurance Premium Tax:	£	82.56	Insurance Premium Tax:	£	96.00
Total First Premium:	£	770.56	Total Annual Premium:	£	896.00

Effective Date: 11/05/2018

Renewal Date: 11/05/2019 at 12.00 hrs

Business Description: MINIBUS OPERATOR

The Premises:	Premises Address(es)	Postcode
A	Binders Industrial Estate Cryers Hill Road Cryers Hill High Wycombe	HP15 6LJ

Clauses applicable to the whole policy (please refer to the Clause Details for full wordings)

S/1/1 Non-Adjustable Policy

## Employers` Liability Section

Limit of Indemnity: £15,000,000

Item Description	Wageroll
1. Clerical	£26,000
2. Drivers	£120,000

## Public and Products Liability Section

Limit of Indemnity: £10,000,000

Number of Premises: 1

Item Description

1. Turnover

Turnover

£400,000

Third Party Property Damage Excess £350

### **Clauses applicable to this Section (please refer to the Clause Details for full wordings)**

S/2/1 Passengers Effects

S/3/1 Tour Operators Liability

S/4/1 Pollution Clean Up Extension

S/5/1 Pollution Clean Up Extension continued

Z/366/1 Exports To USA/Canada

---

## Clause Details

### **S/1/1 Non-Adjustable Policy**

This Policy is arranged on a non-adjustable basis and the following Section Conditions are deleted:

Business Interruption All Risks Section

Condition 6. Declarations

Employers Liability Section

Condition 4. Declaration Condition

Public and Products Liability Section

Condition 4. Declaration Condition

### **S/2/1 Passengers Effects**

Where the Insured is legally liable for accidental loss or damage to baggage and personal effects not the property of the Insured nor any Employee but deposited with the Insured for safe keeping the Insurer will indemnify the Insured against such legal liability

Provided that

1) such baggage and personal effects will be kept in a locked and secure place whilst unattended and in respect of theft losses in a securely locked baggage compartment of any vehicle whilst in transit

2) the Insurer will not be liable in respect of any unexplained loss or damage to baggage or personal effects

3) the Insurer will not be liable in respect of loss or damage to baggage or personal effects following theft from any premises or vehicle unless there are visible signs of forcible and violent entry into or exit from such premises or vehicle

4) the liability of the Insurer will not exceed

i) £1,000 any one passenger

ii) £50,000 any one vehicle

iii) £100,000 in any one Period of Insurance

5) the Insurer will not be liable in respect of the first £100 of each and every claim for loss or damage under this extension

But this amount will not apply in respect of loss or damage following any accidental damage to the carrying vehicle caused in an attempt to avoid any accident or collision. The maximum amount payable arising out of one such incident will not exceed £1,000.

### **S/3/1 Tour Operators Liability**

This section does not cover injury loss or damage assumed under the EC Directive 90/314, the UK Package Regulations 1992 or any subsequent amendments

### **S/4/1 Pollution Clean Up Extension**

In respect of Pollution or Contamination occurring in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance, the Insurer will also indemnify the Insured against:

a. the cost of any Remediation legally required or ordered by any statutory authority or regulator (acting in accordance with the terms of any Environmental Legislation) to be conducted by the Insured; and

b. liability for the cost of any Remediation conducted by any statutory authority or regulator and legally sought from the Insured by that statutory authority or regulator in accordance with the terms of any Environmental Legislation.

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

For the purposes of this extension, the following definitions shall apply:

Remediation shall mean works or operations to treat, remove or dispose of Pollution and Contamination. For the avoidance of doubt, it excludes:

a. works or operations to reinstate, reintroduce or restore flora or fauna

b. works or operations to restore natural habitats or species protected under Environmental Legislation

Environmental Legislation shall mean any legislation for the protection of the environment or control of Pollution and Contamination.

Pollution and Contamination shall mean all pollution or contamination of water or land (but excluding any pollution or contamination of buildings or other structures)

Provided that:

1) under this extension, the Insurer shall indemnify the Insured only to the extent that the Remediation to which the indemnified cost relates is the minimum necessarily conducted under the provisions of Environmental Legislation.

2) this extension does not cover any costs, or any liability for costs, of Remediation arising out of:

a. Pollution and Contamination occurring outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

b. Pollution and Contamination consisting of any radioactive substances or asbestos

c. Pollution and Contamination caused by Products

d. Pollution and Contamination caused by or arising out of the ownership operation or use of any motor vehicle (whilst on any road), marine vessel or aircraft.

#### **S/5/1 Pollution Clean Up Extension continued**

3) this extension does not cover any costs, or any liability for costs, of Remediation carried out on, or in order to protect, any property belonging to or in the charge or control of the insured other than premises not belonging leased rented or hired to the Insured but temporarily in the Insured's charge for the purpose of carrying out work.

4) the total amount payable under this Extension during any one Period of Insurance shall not exceed £250,000

and

the total amount payable

a. under this Extension and

b. otherwise under this Section for all compensation in respect of Pollution or Contamination (as defined therein) which is deemed to have occurred during any one Period of Insurance

shall not exceed in the aggregate during any one Period of Insurance the Limit of Indemnity in the Schedule

5) this extension does not cover any costs, or any liability for costs, to the extent they relate to

a. any measures to prevent the spread of Pollution or Contamination or the removal of an immediate threat of Pollution or Contamination

b. the removal or disposal of any waste deposited by or on behalf of the insured

c. any amounts payable by way of compensation to third parties affected by such Pollution and Contamination

d. any amount payable by way of fine or penalty

e. any costs and expenses incurred by the Insured, or prosecution costs and expenses awarded against the Insured, in connection with any criminal proceedings arising out of the Pollution or Contamination

f. any works or operations that improve the state or condition of water or land in comparison with its state or condition immediately prior to the incident that caused the Pollution and Contamination.

6) this extension does not cover the first £2,500 of the cost of any Remediation arising out of any one incident.

Subject otherwise to the terms and conditions of this Policy.

### **Z/366/1 Exports To USA/Canada**

This Section does not cover liability in respect of Injury loss or damage caused by or arising from any Products exported by the Insured or with their knowledge to the United States of America or Canada.

**This page has been left blank intentionally**

## Introduction

Thank you for choosing Allianz Insurance plc.

We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs, we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

### **Important**

**Should you need further details or have any questions, your insurance adviser will be delighted to help.**

**This document provides details of your Policy and the terms and conditions that apply. Please read it carefully and keep it in a safe place.**

Your Commercial Select Policy is made up of several parts which must be read together as they form your contract of insurance with Allianz Insurance plc. Please take time to read all parts of the Policy to make sure they meet your needs and that you understand the terms, conditions and exclusions. If you wish to change anything or there is anything you do not understand, please let your insurance adviser know.

The parts of the Policy which form your contract of insurance with Allianz Insurance plc are:

- this Introduction
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions; the Insuring Clause; the General Exclusions and General Conditions, all of which apply to all Sections of the Policy (other than the Directors and Officers Liability or Professional Indemnity Sections)
- the Sections of cover selected by you (as shown on the Schedule) excluding any Section covering Directors and Officers Liability or Professional Indemnity
- the Exclusions and Conditions which apply to the Sections selected by you excluding any Section covering Directors and Officers Liability or Professional Indemnity
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

If you have taken out Directors and Officers Liability and/or Professional Indemnity cover, each of those covers forms a separate contract of insurance between you and Allianz Insurance plc.

The parts of the Policy which form this separate contract or contracts of insurance with Allianz Insurance plc are:

- this Introduction (other than that part entitled 'Notifying a Claim')
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions in so far as they are consistent with the definitions applied in the Directors and Officers Liability or Professional Indemnity Sections
- the Insuring Clause
- the Directors and Officers Liability or Professional Indemnity Section of cover selected by you (as shown on the Schedule)
- the Exclusions and Conditions which apply to the Directors and Officers Liability or Professional Indemnity Section of cover selected by you
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

Any word or expression in the Policy which has a specific meaning has the same meaning wherever it appears in the Policy, unless stated otherwise.

For ease of reference you will be given only one Policy number even if you have taken out Directors and Officers Liability and/or Professional Indemnity cover.

## Policy Definitions

The following definitions apply to this Policy, unless amended by Section Definitions, and are denoted by bold text throughout this Policy.

### **Policy**

The contract of insurance formed of the documents described in the Introduction. Where cover is provided under the Directors and Officers Liability and/or Professional Indemnity **Sections**, **the Insured** has more than one contract of insurance and the definition of "the **Policy**" should be construed accordingly

### **Section/Sections**

The parts of this **Policy** that detail the insurance cover provided for each individual **Section** of this **Policy**

### **Schedule**

The part of this **Policy** that details information forming part of this contract of insurance and that shows the **Sections** of this **Policy** that are operative

### **The Insurer**

Allianz Insurance plc

### **The Insured**

The Insured named and shown in the **Schedule**

### **Period of Insurance**

The period from the Effective Date to the Renewal Date as shown in the **Schedule**

### **Business**

The Business Description stated in the **Schedule**

### **Premises**

The Premises stated in the **Schedule**

### **Sum Insured**

The maximum amount **the Insurer** will pay for each item insured under any **Section**

### **Total Sum Insured**

The total of the **Sums Insured** for each item payable by **the Insurer** under any **Section**

### **Excess** (*not applicable to the Employers' Liability Section*)

The first part of each and every claim, for which **the Insured** is responsible

### **United Kingdom**

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands



## Insuring Clause

In consideration of payment of the premium **the Insurer** will indemnify or otherwise compensate **the Insured** against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this **Policy** or any **Section** of this **Policy**) occurring or arising in connection with the **Business** during the **Period of Insurance** or any subsequent period for which **the Insurer** agrees to accept a renewal premium.

For Allianz Insurance plc

A handwritten signature in black ink that reads "Jonathan Dye". The signature is written in a cursive style with a large initial 'J'.

Jonathan Dye  
Chief Executive

## General Exclusions

This Policy does not cover

**1. Radioactive Contamination** *(Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Fidelity Insurance and Directors and Officers Sections)*

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- c. any weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Exclusions a. and b. do not apply to the Employers' Liability Section other than in respect of

- i. the liability of any principal
- ii. liability assumed by the Insured under a contract or agreement which would not have attached in the absence of such contract or agreement.

Exclusions c. and d. do not apply to the Employers' Liability, Public Liability, Public and Products Liability, Accident and Business Travel Sections.

**2. War** *(Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Employers' Liability, Accident Insurance and Business Travel, Terrorism, Fidelity Guarantee and Directors and Officers Sections)*

Loss, destruction, damage, death, injury, disablement or liability or any consequential loss occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

**3. Terrorism** *(Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Employers' Liability, Public Liability, Products Liability, Environmental Impairment Liability, Directors and Officers, Personal Accident, Sickness and Travel or Terrorism [when insured as a separate section] Sections)*

- a. in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987:  
loss or destruction or damage or consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with  
any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism  
any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

In respect of a. above an Act of Terrorism (Terrorism) means:-

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto

- b. in respect of territories other than those stated in a. above  
loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with  
any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism  
any action taken in controlling, preventing or suppressing any act of Terrorism, or in any way related to such act of Terrorism

In respect of b. above an act of Terrorism (Terrorism) means:-

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear

In any action suit or other proceedings where **the Insurer** alleges that by reason of this exclusion any loss or destruction or damage or any consequential loss is not covered the burden of proving to the contrary shall be upon **the Insured**.

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

4. **E.Risks** (*Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Employers' Liability, Public Liability, Products Liability, Directors and Officers, Personal Accident, Sickness or Travel Sections*)

- a. loss or destruction of or damage to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:
  - i. programming or operator error whether by **the Insured** or any other person
  - ii. Virus or Similar Mechanism (as defined below)
  - iii. Hacking (as defined below)
  - iv. malicious persons (but this shall not apply to the acts of thieves involving physical force or violence)
  - v. failure of external networksunless, in respect of i., ii. and iii. above, such loss or destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- b. any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss or destruction or damage described in paragraph a. of this Exclusion unless, in respect of a. i., ii. or iii, above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- c. loss or destruction of or damage to any property other than Computer Equipment where it arises directly or indirectly out of loss or destruction of or damage to any Computer Equipment of the type described in paragraph a. of this Exclusion unless, in respect of loss or damage to other property arising from a. i., ii. or iii. above, resulting from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- d. loss or destruction of or damage either to Computer Equipment or any other property where it consists of or arises directly or indirectly out of:
  - i. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons
  - ii. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d.i. above
  - iii. any misinterpretation, use or misuse of information on computer systems or other records, programs or softwareunless, in respect of d.ii and iii. above, such loss, destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion

- e. any financial loss or expense of whatsoever nature, including but not limited to business interruption, where it arises directly or indirectly from the type of loss or destruction or damage described in paragraphs c. and d. of this Exclusion unless, in respect of c., d.ii. and iii. above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion.

For the purpose of this Exclusion:

**Computer Equipment**

means any computer equipment, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether the property or **the Insured** or not, whether tangible or intangible and including without limitation any information, programs or software.

**Virus or Similar Mechanism**

means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self replication or not), including but not limited to 'Trojan Horses', 'Worms' or 'Logic Bombs'.

**Hacking**

means unauthorised access to any computer or computer equipment, component, system or item, whether the property of **the Insured** or not, which processes, stores, transmits or retrieves data.

## General Conditions

### 1. Fair Presentation of the Risk

(Not applicable to the Directors and Officers Liability and Professional Indemnity Sections)

- a. **The Insured** must make a fair presentation of the risk to **the Insurer** at inception, renewal and variation of the **Policy**.
- b. **The Insurer** may avoid the **Policy** and refuse to pay any claims where any failure to make a fair presentation is:
  - i. deliberate or reckless; or
  - ii. of such other nature that, if **the Insured** had made a fair presentation, **the Insurer** would not have issued the **Policy**.

**The Insurer** will return the premium paid by **the Insured** unless the failure to make a fair presentation is deliberate or reckless.

- c. If **the Insurer** would have issued the **Policy** on different terms had **the Insured** made a fair presentation, **the Insurer** will not avoid the **Policy** (except where the failure is deliberate or reckless) but **the Insurer** may instead:
  - i. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had **the Insured** made a fair presentation; and/or
  - ii. treat the **Policy** as if it had included such additional terms (other than those requiring payment of premium) as **the Insurer** would have imposed had **the Insured** made a fair presentation.

For the purposes of this condition references to:

- a. avoiding a **Policy** means treating the **Policy** as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the **Policy**), the renewal date (where the failure occurs at renewal of the **Policy**), or the variation date (where the failure occurs when the **Policy** is varied);
- b. refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- c. issuing a **Policy** should be treated as references to issuing the **Policy** at inception, renewing or varying the **Policy** as the context requires;
- d. premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance).

### 2. Reasonable Precautions (Not applicable to the Directors and Officers Liability Section)

**The Insured** shall take all reasonable precautions to prevent accidents and any injury, loss, destruction or damage and shall take all reasonable steps to observe and comply with statutory or local authority laws, obligations and requirements.

3. **Claims** (Not applicable to the Directors and Officers Liability Environmental Impairment Liability Section)

**Note that in addition to the General Claims Condition, Special or Additional Claims Conditions also apply to the individual Sections of the Policy. Please refer to each individual Section for details.**

**The Insured** shall in the event of any injury, loss, destruction, damage or consequential loss as a result of which a claim is or may be made under this **Policy** or any **Section** of it, and again upon receipt by **the Insured** in writing of any notice of any claim or legal proceeding,

- a. notify **the Insurer** as soon as reasonably possible
- b. pass immediately, and unacknowledged, any letter of claim to **the Insurer**
- c. notify **the Insurer** immediately upon being advised of any prosecution, inquest or enquiry connected with any injury, loss, destruction, damage or consequential loss which may form the subject of a claim under this **Policy**
- d. notify the police as soon as it becomes evident that any loss, destruction or damage has been caused by theft or malicious persons
- e. carry out and permit to be taken any action which may be reasonably practicable to prevent further loss, destruction, damage or consequential loss
- f. retain unaltered and unrepaired anything in any way connected with the injury, loss, destruction, damage or consequential loss for as long as **the Insurer** may reasonably require
- g. furnish with all reasonable despatch at **the Insured's** expense such further particulars and information as **the Insurer** may reasonably require
- h. make available at **the Insured's** expense any documents required by **the Insurer** with regard to any letter of claim
- i. not pay or offer or agree to pay any money or make any admission of liability without the previous consent of **the Insurer**
- j. allow **the Insurer** in the name of and on behalf of **the Insured** to take over and, during such periods as **the Insurer** thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and co-operate fully with **the Insurer** for that purpose.

No claim under this **Policy** shall be payable unless the terms of this General Condition have been complied with and any payment on account of a claim already made shall be repaid to **the Insurer**.

4. **Cancellation** (Not applicable to the Directors and Officers Liability Section)

Other than where General Condition 5 **Fraud** applies **the Insurer** may cancel this **Policy** by giving **the Insured** thirty (30) days' notice at their last known address. Provided the premium has been paid in full and no claim has been made during the **Period of Insurance**, **the Insured** shall be entitled to a proportionate rebate of premium in respect of the unexpired period of the insurance.

If the premium for this **Policy** is paid by instalments and in the event that **the Insured** fails to pay one or more instalments whether in full or in part **the Insurer** may cancel the **Policy** by giving fourteen (14) days notice in writing to **the Insured** sent to their last known address.

5. **Fraud** (Not applicable to the Directors and Officers Liability and Professional Indemnity Sections)

If **the Insured** or anyone acting on **the Insured's** behalf:

- a. makes any false or fraudulent claim;
- b. makes any exaggerated claim;
- c. supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine);
- d. makes a claim for loss or damage which **the Insured** or anyone acting on **the Insured's** behalf deliberately caused,

**the Insurer** will:

- i. refuse to pay the whole of the claim; and
- ii. recover from **the Insured** any sums that it has already paid in respect of the claim.

**The Insurer** may also notify **the Insured** that it will be treating the **Policy** as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses a. - d. above. In that event, **the Insured** will:

- a. have no cover under the **Policy** from the date of the termination; and
- b. not be entitled to any refund of premium.

6. **Discharge of Liability**

(not applicable to the Directors and Officers Liability, Commercial Legal Expenses or Professional Indemnity Sections, or (except in respect of Personal Liability Cover if insured by such Section) to the Business Travel Section)

**The Insurer** may at any time pay to **the Insured** in connection with any claim or series of claims

A the Limit of Indemnity

or

B the **Sum Insured**

or

C a lesser amount for which such claim or claims can be settled after deduction of any sums already paid.

Upon such payment **the Insurer** shall relinquish the conduct and control of and be under no further liability in respect of such claim or claims except for costs and expenses which **the Insurer** have already agreed to bear incurred prior to the date of such payment.

7. **Loss Reduction Conditions**

If **the Insured** does not comply with any part of any condition which makes payment of a claim conditional upon compliance with it (a condition precedent), **the Insurer** will not pay for any claim, except that where the condition concerned:

- a. operates only in connection with particular premises or locations, **the Insurer** will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition;
- b. operates only at particular times, **the Insurer** will pay for any claim where **the Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred;
- c. would, if complied with, tend to reduce particular types of injury, loss, damage or, as the context may require liability, **the Insurer** will pay for any claim where **the Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred.

8. **Law Applicable and Jurisdiction** (Not applicable to the Directors and Officers Liability Section)

Unless agreed otherwise by **the Insurer**:

- a. the language of the Policy and all communications relating to it will be English; and,
- b. all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

9. **Rights of Parties** (Not applicable to the Directors and Officers Liability Section)

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

10. **Assignment** (Not applicable to the Directors and Officers Liability Section)

**The Insured** shall not assign any of the rights or benefits under this **Policy** or any **Section** of this **Policy** without the prior written consent of **the Insurer**.

**The Insurer** will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this **Policy** or any **Section** of this **Policy**.

11. **Survey and Risk Improvement - Subjectivity Condition** (Not applicable to the Directors and Officers Liability Section)

**Subject to Survey**

If this **Policy** has been issued or renewed subject to **the Insurer** completing a survey or surveys of the **Premises** or of any other location(s) as specified by **the Insurer**, then pending completion of such survey(s) indemnity is provided by **the Insurer** on the terms, conditions, exclusions and limits as specified in the **Policy** and in the **Sections** of the **Policy**

In the event that a survey should show that the risk or any part of it is not satisfactory in the opinion of **the Insurer**, then **the Insurer** reserves the right to

- a. alter the premium or terms and conditions
- b. exercise their right to cancel the **Policy**
- c. leave the premium or terms and conditions unaltered

**The Insurer** will advise **the Insured** of their decision and the effective date of such decision. If the premium terms or conditions are amended by **the Insurer** then **the Insured** will have fourteen (14) days to accept or reject the revised basis of indemnity

If **the Insured** elect to reject the revised basis of premium, terms or conditions then they shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

If **the Insurer** exercises their right to cancel the **Policy**, then **the Insured** shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**.

**Risk Improvements**

It is a precedent to the liability of **the Insurer** that **the Insured** must comply with all survey risk improvements required by **the Insurer** within completion time scales specified by **the Insurer**

In the event that a risk improvement is not completed, or risk improvement procedures are not introduced, within the completion time scales specified by **the Insurer**, then **the Insurer** reserves the right to

- a. alter the premium or terms and conditions
- b. exercise their right to cancel the **Policy**
- c. leave the premium or terms and conditions unaltered

**The Insurer** will advise **the Insured** of their decision which will be effective either from the expiry of any time period specified by **the Insurer** for completion/introduction of the required survey risk improvements, or any other period specified by **the Insurer**

If the premium, terms or conditions are amended by **the Insurer** then **the Insured** will have fourteen (14) days to accept or reject the revised basis of indemnity

If **the Insured** elect to reject the revised basis of premium, terms or conditions then they shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

If **the Insurer** exercises their right to cancel the **Policy**, then **the Insured** shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

To the extent that this Condition conflicts with any other cancellation condition then this Condition shall prevail.

Except in so far as they are expressly varied by this Condition all of the terms, conditions, exclusions and limits of this **Policy** and of the **Sections** of the **Policy** shall continue to apply until advised otherwise by **the Insurer**.



## Complaints

Our aim is to get it right, first time every time. If you have a complaint we will try to resolve it straight away but if we are unable to we will confirm we have received your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If you have a complaint, please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager  
Allianz Insurance plc  
57 Ladymead  
Guildford  
Surrey  
GU1 1DB

Telephone number: 01483 552438  
Fax Number: 01483 790538  
Email: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)

**You have the right to refer your complaint to the Financial Ombudsman, free of charge - but you must do so within six months of the date of the final response letter.**

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Telephone: 0800 023 4567 or 0300 123 9123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Using our complaints procedure or contacting the FOS does not affect your legal rights.

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit <https://ec.europa.eu/odr> to access the Online Dispute Resolution Service. Please quote our e-mail address: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)

Alternatively, you can contact the Financial Ombudsman Service directly.

## Financial Services Compensation Scheme

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

**The Insured** may be entitled to compensation from the FSCS if **the Insurer** is unable to meet its liabilities. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

# Fair Processing Notice - how we use personal information

## 1. Who we are

When **we** refer to "**we**", "**us**" and "**our**" in this notice it means Allianz Insurance plc or Allianz Engineering Inspection Services Limited.

When **we** say, "**individuals**" in this notice, **we** mean anyone whose personal information **we** may collect, including:

- anyone seeking an insurance quote from **us** or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses.

## 2. How we use personal information

**We** use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims to fulfil **our** contract
- to administer third party claims and prevent financial crime to meet **our** legal obligations
- to manage **our** business and conduct market research to meet the legitimate needs of **our** business
- to send marketing information about **our** products and services if **we** have received specific consent.

There is no obligation to provide **us** with personal information, but **we** cannot provide **our** products and services without it.

**Anyone whose personal information we hold has the right to object to us using it. They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to. Further details can be found below.**

## 3. Automated decision making, including profiling

**We** may use automated decision making, including profiling, to assess insurance risks and administer policies. This helps **us** decide whether to offer insurance, determine prices and validate claims.

Anyone subject to an automated decision has the right to object to it. To do so they should contact **us** by emailing **us** at [accasm@allianz.co.uk](mailto:accasm@allianz.co.uk) and **we** will review the decision.'

## 4. The personal information we collect

**We** collect the following types of personal information so **we** can complete the activities in section 2, "How **we** use personal information"

- basic personal details such as name, age, address and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type
- financial details such as direct debit or payment card information
- photographs and/or video to help **us** manage policies and assess claims
- tracking and location information if it is relevant to the insurance policy or claim
- identification checks and background insurance risk details including previous claims information
- medical information if it is relevant to the insurance policy or claim
- criminal convictions if it is relevant to the insurance policy or claim
- accessibility details if **we** need to make reasonable adjustments to help
- business activities such as goods and services offered.

## 5. Where we collect personal information

Direct from **individuals**, their representatives or information they have made public, for example, on social media.

From other persons or organisations, for example:

- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)
- insurance investigators and claims service providers
- other insurers or service providers who underwrite the insurance or provide the services for **our** products
- other involved parties, for example, claimants or witnesses.

## 6. Sharing personal information

**We** may share personal information with:

- other companies within the global Allianz Group [www.allianz.com](http://www.allianz.com)
- credit reference, fraud prevention and other agencies that carry out certain activities on **our** behalf, for example, the Motor Insurance Database (MID), the Insurance Fraud Bureau (IFB) and marketing agencies if agreed
- **our** approved suppliers to help deal with claims or provide **our** benefit services, for example, vehicle repairers, legal advisors and loss adjusters
- other insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS); and other companies that provide services to **us** or you, for example, the Employers Liability Tracing Office (ELTO) and the Claims and Underwriting Exchange (CUE)
- prospective buyers in the event that **we** wish to sell all or part of **our** business.

## 7. Transferring personal information outside the UK

**We** use servers located in the European Union (EU) to store personal information where it is protected by laws equivalent to those in the UK. **We** may transfer personal information to other members of the global Allianz Group to manage the insurance policy or claim; this could be inside or outside the EU. **We** have Binding Corporate Rules (BCRs) which are **our** commitment to the same high level of protection for personal information regardless of where it is processed. These rules align with those required by the European Information Protection authorities. For more information about BCRs, contact **our** Data Protection Officer.

Some of **our** suppliers have servers outside the EU. **Our** contracts with these suppliers require them to provide equivalent levels of protection for personal information.

## 8. How long we keep personal information

**We** keep information only for as long as **we** need it to administer the policy, manage **our** business or as required by law or contract.

## 9. Know your rights

Any **individual** whose personal information **we** hold has the right to:

- object to **us** processing it. **We** will either agree to stop processing or explain why **we** are unable to (the right to object)
- ask for a copy of their personal information **we** hold, subject to certain exemptions (a data subject access request)
- ask **us** to update or correct their personal information to ensure its accuracy (the right of rectification)
- ask **us** to delete their personal information from **our** records if it is no longer needed for the original purpose (the right to be forgotten)
- ask **us** to restrict the processing of their personal information in certain circumstances (the right of restriction)
- ask for a copy of their personal information, so it can be used for their own purposes (the right to data portability)
- complain if they feel their personal information has been mishandled. **We** encourage **individuals** to come to **us** in the first instance but they are entitled to complain directly to the Information Commissioners Office (ICO) [www.ico.org.uk](http://www.ico.org.uk)
- ask **us**, at any time, to stop processing their personal information, if the processing is based only on **individual** consent (the right to withdraw consent).

**If you wish to exercise any of these rights please contact our Customer Satisfaction**

**Manager:**

Address: Customer Satisfaction Manager, Allianz, 57 Ladymead, Guildford, Surrey, GU1 1DB

Email: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)

Phone: 01483 552438

## 10. Allianz (UK) Group Data Protection Officer Contact details

Allianz Insurance plc and Allianz Engineering Inspection Services Limited are companies within the Allianz Holdings.

Any queries about how **we** use personal information should be addressed to **our** Data Protection Officer:

Address: Data Protection Officer, Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB

Email: [dataprotectionofficer@allianz.co.uk](mailto:dataprotectionofficer@allianz.co.uk)

Phone: 0330 102 1837

## Changes to our Fair Processing Notice

Occasionally it may be necessary to make changes to this fair processing notice. When that happens **we** will provide an updated version at the earliest opportunity. The most recent version will always be available on **our** website [www.allianz.co.uk](http://www.allianz.co.uk)

## Consent for Special Categories of Personal Data

The global Allianz Group may need to collect and process data relating to **individuals** who may benefit from the policy ("Insured Persons"), which falls within the special categories of personal data under Data Protection Legislation, for example, medical history or convictions of Insured Persons for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by the global Allianz Group and that this fact is made known to the Insured Persons. By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of the Insured Persons Personal Data in this way and for these purposes and that your directors, officers, partners, and employees have consented to the global Allianz Group using their details in this way.

## **Employers Liability Tracing Office**

If your policy provides Employers Liability cover information relating to your insurance policy will be provided to the Employers Liability Tracing Office (the "ELTO") and added to an electronic database, (the "Database") in a format set out by the Employer's Liability Insurance: Disclosure by Insurers Instrument 2010.

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

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

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.

The Database will be managed by the ELTO and further information can be found on the ELTO website [www.elto.org.uk](http://www.elto.org.uk)

## Notifying a Claim

*(Not applicable to Commercial Legal Expenses Section claims)*

Claims under this **Policy** should be notified to **the Insurer** in accordance with General Condition 3 at the following Allianz Claims Handling Offices.

Please provide your policy number, and as much information as possible about the claim:

### **Allianz Claims Handling Office Telephone Numbers:**

For Property Damage claims (handled in Birmingham)  
Tel: 0344 412 9988

For Liability and Accident claims (handled in Milton Keynes)  
Tel: 0344 893 9500

For Engineering claims (handled in Liphook)  
Tel: 01483 265825  
Email: [claims@allianzengineering.co.uk](mailto:claims@allianzengineering.co.uk)

Lines are open from 9am to 5pm Monday to Friday. Outside our normal opening hours contact us on our 24 hour claim notification line - Tel: 0345 604 9824.

For Medical Emergency whilst overseas - Tel: +44(0) 208 603 9514.

### **Allianz addresses for claims correspondence:**

For all claims, other than Engineering claims:

Allianz Claims  
PO Box 10509  
51 Saffron Road  
Wigston  
LE18 9FP

For Engineering claims:

Claims Department  
Allianz Engineering  
Haslemere Road  
Liphook  
GU30 7UN

## Commercial Legal Expenses Section Claims

If **the Insured** needs to make a **Claim** under any operative cover provided by the Legal Expenses **Section**, as stated in the **Policy Schedule the Insured** should call Lawphone Legal Helpline on **0370 241 4140** and quote the Master Policy reference contained within the **Policy Schedule**.

**The Insured** will be asked for a brief summary of the problem and these details will be passed on to an adviser who will call **the Insured** back. **The Insurer** will send **the Insured** a claim form. **The Insured** should fill in the claim form and return it to **the Insurer** without delay at the address shown below, together with a copy of **the Insured's** current **Policy Schedule** and payment in the form of a cheque made out to Allianz Legal Protection for the **Excess** due in respect of the **Claim**.

**The Insurer** will contact the **Insured Person** once the claim form, **Policy Schedule** and **Excess** payment have been received.

Please note that the **Insured Person** must not appoint a solicitor. If the **Insured Person** has already seen a solicitor before **the Insurer** has accepted the **Insured Person's** claim, **the Insurer** will not pay any fees or other expenses that the **Insured Person** has incurred.

If the **Insured Person's** claim is covered, **the Insurer** will appoint the **Legal Representative** that **the Insurer** has agreed to in the **Insured Person's** name and on the **Insured Person's** behalf, subject to the terms and conditions of the Legal Expenses **Section**. **The Insurer** will only start to cover the **Insured Person's Legal Expenses** from the time **the Insurer** has accepted the claim and appointed the **Legal Representative**.

The **Insurer's** address is:  
The Claims Department  
Allianz Legal Protection  
2530 The Quadrant  
Aztec West  
Almondsbury  
Bristol  
BS32 4AW.

Claims Department opening hours: Monday to Friday - 9am to 5pm.

## Additional Benefits

### 24 Hour Lawphone Legal Advice Helpline

When the Commercial Legal Expenses Section of this Policy is operative, the **Insured** gains the automatic benefit of access to a team of qualified legal advisers for advice on any commercial legal matter 24 hours a day, 365 days a year. The advice the **Insured** receives from the Lawphone Legal Advice Helpline will always be according to the laws of Great Britain and Northern Ireland.

To use this service ring **0370 241 4140**.

The **Insured** should quote the Master Policy reference contained within the **Policy Schedule** and provide a brief summary of the problem. The details will be passed to an adviser who will return the **Insured's** call.

All areas of **Business** law are covered. This advice is available to the **Insured** during the currency of the **Policy**, although no liability can be accepted for inability to provide advice due to breakdown or failure of the telephone network.

This telephone helpline is provided by Allianz Legal Protection, part of Allianz Insurance plc, who may record calls to protect the **Insured**.

### Allianz Legal Online

When the Commercial Legal Expenses Section of this **Policy** is operative, the **Insured** has access to extensive on line **Business** support via Allianz Legal Online. This facility provides tools and services that will help the **Insured** to produce legal paperwork in connection with the **Insured's Business**, for example, bespoke contracts of employment. In addition it provides the **Insured** with up to date guidance and advice on many legal issues, such as, employment legal procedures, managing the **Insured's Business** and debt recovery. A registration number is required to access this web site [www.allianzlegal.co.uk](http://www.allianzlegal.co.uk) and this is shown on the **Policy Schedule**. If the **Insured** has any problems relating to the Legal Documentation Service please e-mail Epoq Sales Limited at [support@allianzlegal.co.uk](mailto:support@allianzlegal.co.uk).

### 24 Hour Glass Replacement

Broken glass is dangerous and in some circumstances can be a security risk. Allianz have negotiated a special arrangement with Solaglas one of Britain's leading glass replacement specialists.

Solaglas will bill us direct; you pay nothing except for the excess and the VAT.

This service is available 24 hours a day, all year round. To use this service telephone FREE on 0800 474747 and state your Policy number.



# Employers' Liability Section

## Definitions

### 1. Injury

Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock

### 2. Employee

- A. Any person under a contract of service or apprenticeship with **the Insured**
- B. any of the following persons whilst working for **the Insured** in connection with the **Business**
  - i. any labour master or labour only subcontractor or person supplied by him
  - ii. any self-employed person providing labour only
  - iii. any home worker or outworker
  - iv. any trainee or person undergoing work experience
  - v. any voluntary helper
  - vi. any person who is borrowed by or hired to **the Insured**
  - vii. any person working under the Community Offenders Act 1978, the Community Service by Offenders (Scotland) Act 1978 or similar legislation
  - viii. any prospective employee being assessed by **the Insured** as to their suitability for employment
  - ix. any person a court of law in the **United Kingdom** deems to be an employee

### 3. Business

The **Business** specified in the **Schedule** conducted solely from the **United Kingdom** and including

- A. the ownership, maintenance and repair of **Premises** used in connection therewith
- B. the provision and management of
  - i. canteen, social, sports or welfare organisations for the benefit of **Employees**
  - ii. fire and security services of **the Insured**
  - iii. ambulance, first aid and medical services
- C. the execution of private duties by **Employees** for any partner, director or senior official of **the Insured**
- D. the repair and/or servicing of **the Insured's** motor vehicles
- E. the training or retraining of any **Employee** at Government or other training centres
- F. participation at trade shows, exhibitions or conferences
- G. the organisation of or participation by **the Insured** in fund raising or other charitable events
- H. the provision of nursery crèche or child care facilities where incidental to the **Business**
- I. the provision of car parking for the benefit of **Employees**, customers and visitors

### 4. Territorial Limits

- A. Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- B. elsewhere in the world in respect of **Injury** sustained by any **Employee** resident within the territories specified in Definition 4.A. above and caused whilst such **Employee** is temporarily employed outside these territories provided that any action for compensation in respect of such **Injury** is brought in a court of law within the said territories or any other member country of the European Union

### 5. Offshore Installations

- A. Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- B. any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- C. any pipe or system of pipes in the sea or tidal waters
- D. any installation which is intended to provide accommodation for persons who work on or from the locations specified in Definition 5.A., 5.B. or 5.C. above

## **6. An Act of Terrorism**

An act including but not limited to the use of force or violence and/or 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.

## Cover

**The Insurer** will indemnify **the Insured** against legal liability to pay compensation and claimants' costs and expenses in respect of **Injury** sustained by any **Employee** arising out of and in the course of the employment or engagement of such person by **the Insured** in connection with the **Business** and caused within the **Territorial Limits** during the **Period of Insurance**.

In addition **the Insurer** will pay costs and expenses incurred by **the Insurer** or with the written consent of **the Insurer**

- a. in connection with the defence of any claim
  - b. for representation of **the Insured**
    - i. at any coroners inquest or fatal accident inquiry in respect of death
    - ii. at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **Injury**
- which may be the subject of indemnity under this **Section**.

### Limit of Indemnity

**The Insurer's** liability for all compensation, costs and expenses payable (including interest thereon and the costs of defending a Health and Safety legislation prosecution) in respect of any one claim or series of claims arising out of one occurrence shall not exceed the Limit of Indemnity stated in the **Schedule**.

Provided that

- A. in respect of an **Act of Terrorism** the Limit of Indemnity shall not exceed £5,000,000 and not as otherwise stated in the **Schedule**.

If **the Insurer** alleges that by reason of this limitation any loss damage cost or expense is not covered the burden of proving the contrary shall be upon **the Insured**.

- B. in respect of the indemnity provided under this **Section** for the Corporate Manslaughter and Corporate Homicide Act 2007:
  - a. the liability of **the Insurer** shall not exceed £5,000,000 in any one **Period of Insurance**
  - b. all amounts payable will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**
  - c. where **the Insurer** has already indemnified **the Insured** in respect of legal costs or expenses incurred in connection with the defence of any criminal proceedings (including appeals against conviction arising from such proceedings) arising out of the same occurrence which gave rise to said proceedings under another **Section** of the **Policy** the amount paid under that **Section** shall contribute to the maximum amount payable under this **Section**.

## Extensions (Subject to the terms limits conditions and exclusions of this Section and the Policy)

### A. Indemnity to Other Parties

The indemnity provided by this **Section** will also apply:

- a. in the event of the death of **the Insured**, to any personal representative of **the Insured** in respect of liability incurred by **the Insured**.
- and if the Insured so request **the Insurer** will indemnify the following parties
- b. any officer or committee member or other member of **the Insured's** canteen, social, sports, welfare organisations, fire and security services or ambulance, first aid and medical services against liability incurred in such capacity
  - c. any partner, director or **Employee** of **the Insured** against liability incurred in such capacity and in respect of which **the Insured** would have been entitled to indemnity under this **Section** if the claim had been made against **the Insured**
- as though each party was individually named as **the Insured** in this **Section**
- d. any principal for whom **the Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by **the Insured** and in respect of which **the Insured** are legally liable and would have been entitled to indemnity under this **Section** if the claim had been made against **the Insured**

Provided that

- i. each such party shall observe fulfil and be subject to the terms and conditions of this **Section** in so far as they can apply
- ii. **the Insurer's** liability to **the Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity specified in the **Schedule**.

### B. Health and Safety at Work - Legal Defence Costs

**The Insurer** will indemnify **the Insured** and if **the Insured** so request any partner, director or **Employee** of **the Insured** in the terms of this **Section** in respect of

- a. costs and expenses incurred with **the Insurer's** written consent
- b. costs and expenses of the prosecution awarded against any such party in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

Provided that

- i. the proceedings relate to the health, safety or welfare of any **Employee**
- ii. **the Insurer** shall have the conduct and control of all the said proceedings and appeals.

**The Insurer** will not pay for

- a. fines or penalties of any kind
- b. proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- c. costs or expenses insured by any other policy.

### C. Unsatisfied Court Judgements

If a judgement for compensation or costs in respect of **Injury** sustained by any **Employee** arising out of and in the course of employment or engagement by **the Insured** in connection with the **Business** and caused within the **Territorial Limits** during the **Period of Insurance**

a. is obtained by such **Employee** in any court situate within the **United Kingdom** against any person or corporate body domiciled or operating from premises within the **United Kingdom** and

b. remains wholly or partly unsatisfied six months after the date of such judgement

**the Insurer** will if **the Insured** so request pay to the said **Employee** the amount of any such compensation and costs to the extent that they remain unsatisfied

Provided that

- i. there is no appeal outstanding
- ii. the **Employee** shall have assigned the judgement to **the Insurer**
- iii. this **Section** was shown in the **Schedule** at the time of the **Injury**.

### D. Court Attendance Compensation

If during the **Period of Insurance** any partner, director or **Employee** of **the Insured** is required to attend court as a witness at the request of **the Insurer** in connection with a claim which is the subject of indemnity under this **Section** **the Insurer** will pay compensation to **the Insured** on the following scale for each day that attendance is required:

- i. any director or partner £750
- ii. any **Employee** £250

### E. Corporate Manslaughter and Corporate Homicide Act 2007 - Legal Defence Costs

**The Insurer** will indemnify **the Insured** in respect of

a. legal costs and expenses incurred with the prior written consent of **the Insurer** and

b. costs of the prosecution awarded against **the Insured**

in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury sustained and caused during the **Period of Insurance** in the course of the **Business** and which may be subject to indemnity under this **Section**

Provided that **the Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of **the Insured** prior to their appointment

**The Insurer** will not pay for

- i. any fines or penalties imposed on **the Insured** or the cost of implementing any remedial order or publicity order
- ii. legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against **the Insured** at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
- iii. costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv. costs and expenses in connection with the defence of any criminal proceedings brought in any country other than the **United Kingdom**
- v. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **the Insured** or any partner or director of **the Insured** or any **Employee**.

## Exclusions

This **Section** does not cover

1. liability in respect of **Injury** to any **Employee** arising out of the ownership, possession or use by or on behalf of **the Insured** of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security.
2. liability in respect of **Injury** to any **Employee** who is working on, visiting or travelling to or from **Offshore Installations**.

## Section Conditions

### 1. Compulsory Insurance Legislation

The indemnity granted by this **Section** is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **United Kingdom** but **the Insured** shall repay to **the Insurer** all sums paid by **the Insurer** which **the Insurer** would not have been liable to pay but for the provisions of such law.

### 2. Certificate of Employers' Liability

If this **Policy** or **Section** is cancelled any certificate of Employers' Liability insurance issued hereunder is similarly cancelled from the same date.

### 3. Other Insurances

**The Insurer** will not indemnify **the Insured** in respect of liability which is insured by or would but for the existence of this **Section** 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** not been effected.

### 4. Alteration in Risk

**The Insured** must notify **the Insurer** as soon as possible if during the **Period of Insurance** there is any alteration:

- a. in or to the **Business**
- b. in the ownership of **the Insured**
- c. to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by **the Insured** to **the Insurer** at inception, renewal or variation of the **Policy** which materially increases the risk of legal liability to pay costs and expenses as insured by this **Section**.

Upon being notified of any such alteration, **the Insurer** may, at its absolute discretion

- a. continue to provide cover under this **Section** on the same terms
- b. restrict the cover provided under this **Section**
- c. impose additional terms
- d. alter the premium
- e. cancel this **Section** and the **Policy**.

If **the Insured** fails to notify **the Insurer** of any such alteration, **the Insurer** may

- a. treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if **the Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b. treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **the Insurer** would have applied had it known of the increase in risk
- c. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had it known of the increase in risk.

### 5. Declaration Condition

If the premium or part of any premium is calculated on estimates supplied to **the Insurer** by or on behalf of **the Insured**, **the Insured** shall keep a record of all such relevant particulars and shall allow **the Insurer** to inspect such records at any reasonable time.

**The Insured** shall furnish **the Insurer** with such information as **the Insurer** may require at the expiry of each **Period of Insurance**, within the period specified by **the Insurer**. The premium shall be adjusted annually and any difference shall be paid by or returned to **the Insured** subject to any agreed minimum or deposit premium specified in the **Schedule**.

**This page has been left blank intentionally**



# Public and Products Liability Section

## Definitions

### 1. Injury

- A. Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock
- B. invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person

### 2. Employee

- A. Any person under a contract of service or apprenticeship with **the Insured**
- B. any of the following persons whilst working for **the Insured** in connection with the **Business**
  - i. any labour master or labour only subcontractor or person supplied by him
  - ii. any self-employed person providing labour only
  - iii. any home worker or outworker
  - iv. any trainee or person undergoing work experience
  - v. any voluntary helper
  - vi. any person who is borrowed by or hired to **the Insured**
  - vii. any person working under the Community Offenders Act 1978, the Community Service by Offenders (Scotland) Act 1978 or similar legislation
  - viii. any prospective employee being assessed by **the Insured** as to their suitability for employment
  - ix. any person a court of law in the **United Kingdom** deems to be an employee

### 3. Business

The **Business** specified in the **Schedule** conducted solely from the **United Kingdom** and including

- A. the ownership, maintenance and repair of **Premises** used in connection therewith
- B. the provision and management of
  - i. canteen, social, sports or welfare organisations for the benefit of **Employees**
  - ii. fire and security services of **the Insured**
  - iii. ambulance, first aid and medical services
- C. the execution of private duties by **Employees** for any partner, director or senior official of **the Insured**
- D. the repair and/or servicing of **the Insured's** motor vehicles
- E. the training or retraining of any **Employee** at Government or other training centres
- F. participation at trade shows, exhibitions or conferences
- G. the organisation of or participation by **the Insured** in fund raising or other charitable events
- H. the provision of nursery crèche or child care facilities where incidental to the **Business**
- I. the provision of car parking for the benefit of **Employees**, customers and visitors

### 4. Territorial Limits

- A. the **United Kingdom**
- B. in respect of **Injury**, loss or damage caused by or arising from
  - i. manual and non-manual work occurring during any temporary visit or journey anywhere in the world (other than the United States of America or Canada) and
  - ii. non-manual work occurring during any temporary visit or journey to the United States of America or Canada
 by any partner, director or Employee of the Insured normally resident within the **United Kingdom**
- C. anywhere in the world in respect of **Products**

### 5. Products

Any goods or other property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by **the Insured** in connection with the **Business** and not in the charge or control of **the Insured**

## **6. Pollution or Contamination**

- A. All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
  - B. all **Injury**, loss or damage directly or indirectly caused by such pollution or contamination.
- All **Pollution or Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place

## **7. Offshore Installations**

- A. Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- B. any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- C. any pipe or system of pipes in the sea or tidal waters
- D. any installation which is intended to provide accommodation for persons who work on or from the locations specified in Definition 7.A., 7.B. or 7.C. above

## **8. An Act or Terrorism**

An act including but not limited to the use of force or violence and/or 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.

## **9. Asbestos**

Asbestos or fibres or particles of asbestos or any material containing asbestos.

## Cover

- A. **The Insurer** will indemnify **the Insured** against legal liability to pay compensation and claimants' costs and expenses in respect of accidental
- a. **Injury** to any person
  - b. loss of or damage to material property
  - c. nuisance, trespass, obstruction or interference with any right of way, light, air or water occurring within the **Territorial Limits** during the **Period of Insurance** in connection with the **Business**.

In addition **the Insurer** will pay costs and expenses incurred by **the Insurer** or with the written consent of **the Insurer**

- a. in connection with the defence of any claim
- b. for representation of **the Insured**
  - i. at any coroners inquest or fatal accident inquiry in respect of death
  - ii. at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **Injury**, loss or damage which may be the subject of indemnity under this **Section**.

### Limit of Indemnity

- A. **the Insurer's** liability for all compensation payable in respect of
- i. any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
  - ii. all **Injury**, loss and damage occurring during any one **Period of Insurance** and caused by or arising from **Products**
  - iii. all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance**

shall not exceed the Limit of Indemnity stated in the **Schedule**.

- B. In respect of all claims against **the Insured** made within the legal jurisdiction of the United States of America or Canada or any dependency or trust territory the Limit of Indemnity shall be inclusive of the amount of all
- i. claimants' costs and expenses
  - ii. costs and expenses incurred by **the Insurer** or with the written consent of **the Insurer** in connection with the defence of such claims.

Provided that

- i. in respect of an **Act of Terrorism** the liability of **the Insurer** shall not exceed the Limit of Indemnity stated in the **Schedule** or £5,000,000 (whichever is the lesser).

If **the Insurer** alleges that by reason of this limitation any loss damage or expense is not covered the burden of proving the contrary shall be upon **the Insured**.

- ii. in respect of the indemnity provided under this **Section** for Extension K - Corporate Manslaughter and Corporate Homicide Act 2007 Legal Defence Costs:-
  - a. the liability of **the Insurer** shall not exceed £5,000,000 or the Limit of Indemnity stated in the **Schedule** (whichever is the lesser) in any one **Period of Insurance**
  - b. all amounts payable will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**
  - c. where **the Insurer** has already indemnified **the Insured** in respect of legal costs or expenses incurred in connection with the defence of any criminal proceedings (including appeals against conviction arising from such proceedings) arising out of the same cause or occurrence which gave rise to said proceedings under another **Section** of the **Policy** the amount paid under that **Section** shall contribute to the maximum amount payable under this **Section**.

## Extensions (Subject to the terms limits conditions and exclusions of this Section and the Policy)

### A. Indemnity to Other Parties

The indemnity provided by this **Section** will also apply:

a. in the event of the death of **the Insured**, to any personal representative of **the Insured** in respect of liability incurred by **the Insured**

and if **the Insured** so request **the Insurer** will indemnify the following parties

b. any officer or committee member or other member of **the Insured's** canteen, social, sports, welfare organisations, fire and security services or ambulance, first aid and medical services against liability incurred in such capacity

c. any partner, director or **Employee** of the **Insured** against liability incurred in such capacity and in respect of which **the Insured** would have been entitled to indemnity under this **Section** if the claim had been made against **the Insured**

as though each party were individually named as **the Insured** in this **Section**

d. any principal for whom **the Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by **the Insured** and in respect of which **the Insured** are legally liable and would have been entitled to indemnity under this **Section** if the claim had been made against **the Insured**

Provided that

- i. each such party shall observe fulfil and be subject to the terms and conditions of this **Section** in so far as they can apply
- ii. **the Insurer's** liability to **the Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity specified in the **Schedule**.

### B. Joint Insured Cross Liabilities

If more than one party is named as **the Insured** this **Section** shall apply as though each were insured separately provided that **the Insurer's** liability to all parties indemnified shall not exceed in total the Limit of Indemnity stated in the **Schedule**.

### C. Overseas Personal Liability

The **Business** is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner, director or **Employee** of **the Insured** or family member of such partner, director or **Employee** normally resident within the **United Kingdom** in the course of any journey or temporary visit to any other country made in connection with the **Business**.

### D. Motor Contingent Liability

**The Insurer** will indemnify **the Insured** in the terms of this **Section** against liability arising out of the use in connection with the **Business** of any vehicle not owned, provided or being driven by **the Insured** but this **Section** does not cover liability

- a. in respect of loss of or damage to such vehicle
- b. arising out of any such use in any country outside the European Union
- c. incurred by any party other than **the Insured**
- d. incurred by any party identified in Extension A. (Indemnity to Other Parties) other than an **Employee**.

For the purpose of this cover Exclusion 1. (Injury to **Employees**) does not apply.

#### **E. Health and Safety at Work - Legal Defence Costs**

**The Insurer** will indemnify **the Insured** and if **the Insured** so request any partner, director or **Employee of the Insured** in the terms of this **Section** in respect of

- a. costs and expenses incurred with **the Insurer's** written consent
  - b. costs and expenses of the prosecution awarded against any such party
- in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

Provided that

- i. the proceedings relate to the health, safety or welfare of any person other than an **Employee**
- ii. **the Insurer** shall have the conduct and control of all the said proceedings and appeals.

**The Insurer** will not pay for

- a. fines or penalties of any kind
- b. proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- c. costs or expenses insured by any other insurance.

#### **F. Data Protection Act**

**The Insurer** will indemnify **the Insured** and if **the Insured** so requests any **Employee** or director or partner of **the Insured** for damage or distress occurring as a result of an offence under Section 13 of the Data Protection Act 1998 committed during the **Period of Insurance** within the **United Kingdom** and arising in connection with the **Business** provided that **the Insured** is a registered user in accordance with the terms of the Data Protection Act 1998.

**The Insurer** will not pay for

- a. any damage or distress caused by any deliberate act or omission by **the Insured** the result of which could reasonably have been expected by **the Insured** having regard to the nature and circumstances of such act or omission
- b. the payment of fines or penalties
- c. the costs and expenses of replacing reinstating rectifying or erasing blocking or destroying any Data or Personal Data
- d. any damage or distress caused by any act of fraud or dishonesty
- e. liability arising from the recording, processing or provision of Data or Personal Data for reward or to determine the financial status of any person.

Data and Personal Data shall have the meaning defined in the Data Protection Act 1998.

#### **G. Defective Premises Act 1972**

**The Insurer** will indemnify **the Insured** in the terms of this **Section** against liability incurred by **the Insured** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises or land disposed of by **the Insured**

Provided that this Extension does not cover

- a. the cost of rectifying any damage or defect in the premises or land disposed of
- b. liability for which **the Insured** is entitled to indemnity under any other insurance
- c. the presence of **Asbestos**.

#### H. Consumer Protection and Food Safety Acts - Legal Defence Costs

**The Insurer** will indemnify **the Insured** and if **the Insured** so request any partner, director or **Employee** of **the Insured** in the terms of this **Section** in respect of legal costs and expenses incurred with the written consent of **the Insurer** in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under

a. Part 2 of the Consumer Protection Act 1987

or

b. Section(s) 7, 8, 14, and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

Provided that **the Insurer** shall have the conduct and control of all the said proceedings and appeals.

**The Insurer** will not pay for

a. fines or penalties of any kind

b. proceedings or appeals in respect of any deliberate act or intentional act or omission

c. costs or expenses insured by any other policy.

#### I. Court Attendance Compensation

If during the **Period of Insurance** any partner, director or **Employee** of **the Insured** is required to attend court as a witness at the request of **the Insurer** in connection with a claim which is the subject of indemnity under this **Section** **the Insurer** will pay compensation to **the Insured** on the following scale for each day that attendance is required:

i. any director or partner £750

ii. any **Employee** £250

#### J. Contractual Liability

In respect of liability assumed by **the Insured** by a contract or agreement entered into by **the Insured** and which would not have attached in the absence of such contract or agreement, the indemnity provided by this **Section** shall only apply if the sole conduct and control of any claim is vested in **the Insurer**

Provided that **the Insurer** shall not in any event provide indemnity

a. under Exclusion 9. a. except as stated therein

b. in respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.

#### **K. Corporate Manslaughter and Corporate Homicide Act 2007 - Legal Defence Costs**

**The Insurer** will indemnify **the Insured** in respect of

- a. legal costs and expenses incurred with the prior written consent of **the Insurer** and
- b. costs of the prosecution awarded against **the Insured**

in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury occurring during the **Period of Insurance** in the course of the **Business** and which may be the subject of indemnity under this **Section**

Provided that **the Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of **the Insured** prior to their appointment

**The Insurer** will not pay for

- i. any fines or penalties imposed on **the Insured** or the cost of implementing any remedial order or publicity order
- ii. legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against **the Insured** at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
- iii. costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv. costs and expenses in connection with the defence of any criminal proceedings brought in any country other than in the **United Kingdom**
- v. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **the Insured** or any partner or director of **the Insured** or any **Employee**.

#### **L. Obstructing Mechanically Propelled Vehicles**

If a mechanically propelled vehicle which is not the property or responsibility of **the Insured** causes an obstruction within the **United Kingdom** to the extent of interfering with the carrying out of the **Business** then notwithstanding Exclusion 5 (Mechanically Propelled Vehicles) **the Insurer** will indemnify **the Insured** in the terms of this **Section** in respect of the legal liability of **the Insured** for the **Injury** or loss of or damage to material property arising from the movement of such vehicle by **the Insured** or by any **Employee**

Provided that

- a. such movement shall be limited to the minimum necessary to clear the obstruction
- b. the indemnity will not apply to loss of or damage to such vehicle or its contents
- c. this Extension shall not apply to circumstances for which a certificate of insurance or security is required in accordance with road traffic legislation.

## Exclusions

This **Section** does not cover

### 1. Injury to **Employees**

liability in respect of **Injury** to any **Employee** arising out of and in the course of the employment or engagement of such person by **the Insured**.

### 2. Work on **Offshore Installations**

liability in respect of **Injury**, loss or damage arising in connection with work on or travel to or from **Offshore Installations**.

### 3. Fines, penalties, liquidated, punitive, exemplary or aggravated damages

liability in respect of

- a. fines, penalties or liquidated damages
- b. punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.

### 4. **Pollution or Contamination**

liability in respect of

- a. **Pollution or Contamination** occurring in the United States of America or Canada or any dependency or trust territory
- b. **Pollution or Contamination** occurring elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

### 5. Mechanically Propelled Vehicles

liability arising out of the ownership, possession or use by or on behalf of **the Insured** of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply

- i. while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
- ii. in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle

except where more specifically insured by any other policy.

### 6. Vessels or Craft

liability arising out of the ownership, possession or use by or on behalf of **the Insured** of any

- a. aircraft or other aerial device made or intended to travel through air or space
- b. any water-borne vessel or craft other than
  - i. those used for business entertainment purposes within inland waters
  - ii. hand propelled or sailing watercraft whilst within inland waters and not exceeding 75 feet in length

### 7. Property in the charge or control of **the Insured**

liability in respect of loss of or damage to any property belonging to or in the charge or control of **the Insured** other than

- a. personal effects or vehicles of any partner, director or **Employee** of or visitor to **the Insured**
- b. premises (and their contents) not belonging, leased, rented or hired to **the Insured** but temporarily in the charge of **the Insured** for the purpose of carrying out work
- c. **Premises** (including their fixtures and fittings) leased, rented or hired to **the Insured** but this **Section** does not cover liability attaching to **the Insured** solely under the terms of any tenancy or other agreement.



## 8. Damage to Goods Supplied

liability in respect of

- a. loss of or damage to any goods or other property sold, supplied, delivered, installed or erected by or on behalf of **the Insured**
- b. all costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of
  - i. any such goods or property
  - ii. any defective work executed by or on behalf of **the Insured**

except that 8.a. and 8.b.i above shall not apply to liability in respect of loss of or damage to the said goods or property if such loss or damage is caused by or arises from

1. any alteration, repair or servicing work executed
2. any other goods or property sold, supplied, delivered, installed or erected by **the Insured** under a separate contract.

## 9. Products

in respect of **Injury**, loss or damage caused by or arising from **Products**

- a. any liability which attaches to **the Insured** solely under the terms of an agreement other than
  - i. under any warranty of goods implied by law
  - ii. under any indemnity clause in any agreement between **the Insured** and any independent carrier in respect of **Injury**, loss or damage caused by **Products** entrusted to such carrier for transit by road, rail or waterway
- b. any **Product** installed or incorporated in any craft designed to travel in or through air or space and which to **the Insured's** knowledge was intended to be installed or incorporated in any such craft
- c. any claim made against **the Insured** in any country outside the European Union in which **the Insured** occupy premises or are represented by any resident **Employee** or holder of **the Insured's** power of attorney.

## 10. Advice and Design

liability for **Injury**, loss or damage arising out of or in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee by or on behalf of **the Insured** other than where provided or performed in connection with any **Product**.

## 11. Contract Works and J.C.T. Clause 6.5.1

liability in respect of loss of or damage to any property

- a. comprising or to be incorporated in the contract works in respect of any contract undertaken by **the Insured**
- b. against which **the Insured** are required to effect insurance under the terms of Clause 6.5.1. of the J.C.T. (R.I.B.A.) Conditions of Contract or of any other contract condition requiring insurance of a like kind.

## 12. Computer Date Recognition

liability arising directly or indirectly from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of **the Insured** or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure

- i. correctly to recognise any date as its true calendar date
- ii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

- iii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.

### 13. **Asbestos**

- a. liability in any way caused by, arising from or contributed to by
  - i. exposure to or inhalation of **Asbestos**
  - ii. fear of the consequences of exposure to or inhalation of **Asbestos**
- b. liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property arising out of the presence of **Asbestos**

### 14. **Excess**

the amount of the **Excess** shown in the **Schedule**.

## Section Conditions

### 1. Other Insurances

**The Insurer** will not indemnify **the Insured** in respect of liability which is insured by or would but for the existence of this **Section** 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** not been effected.

### 2. Alteration in Risk

**The Insured** must notify **the Insurer** as soon as possible if during the **Period of Insurance** there is any alteration:

- a. in or to the **Business**
- b. in the ownership of **the Insured**
- c. to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by **the Insured** to **the Insurer** at inception, renewal or variation of the **Policy** which materially increases the risk of legal liability to pay costs and expenses as insured by this **Section**.

Upon being notified of any such alteration, **the Insurer** may, at its absolute discretion

- a. continue to provide cover under this **Section** on the same terms
- b. restrict the cover provided under this **Section**
- c. impose additional terms
- d. alter the premium
- e. cancel this **Section** and the **Policy**.

If **the Insured** fails to notify **the Insurer** of any such alteration, **the Insurer** may

- a. treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if **the Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b. treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **the Insurer** would have applied had it known of the increase in risk
- c. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had it known of the increase in risk.

### 3. Declaration Condition

If the premium or part of any premium is calculated on estimates supplied to **the Insurer** by or on behalf of **the Insured**, **the Insured** shall keep a record of all such relevant particulars and shall allow **the Insurer** to inspect such records at any reasonable time.

**The Insured** shall furnish **the Insurer** with such information as **the Insurer** may require at the expiry of each **Period of Insurance**, within the period specified by **the Insurer**. The premium shall be adjusted annually and any difference shall be paid by or returned to **the Insured** subject to any agreed minimum or deposit premium specified in the **Schedule**.

**This page has been left blank intentionally**