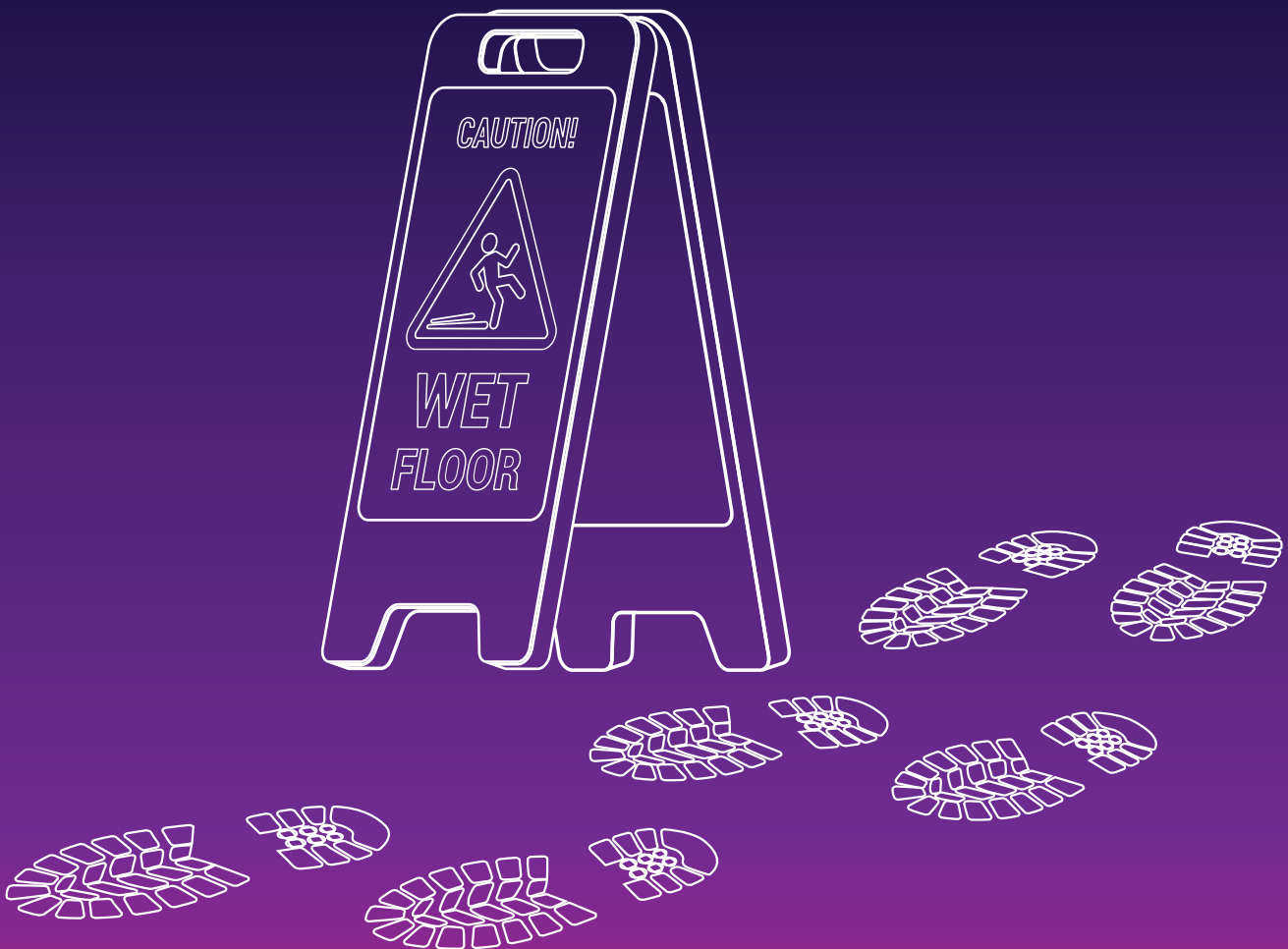


LIABILITY COMBINED  
POLICY BOOKLET



LIABILITIES COVERED  
– EMPLOYERS', PUBLIC  
AND PRODUCTS

# Helpline Services

## Available 24 hours each day, 7 days every week, all year round

These helpline services are provided which the Insured Person may use while this Policy is in force:

**For the purpose of these Helpline Services, Insured Person shall mean:**

The Insured or any partner of the Insured or director of the Insured or Employee and any other individuals declared to and accepted by the Company.

**DAS will not accept responsibility if the telephone helpline services operated by them are unavailable for reasons they cannot control.**

### Eurolaw Commercial Legal and UK Tax Advice

**0345 878 5024**

Unlimited access, over the telephone, to a team of legal advisors for confidential legal advice on any commercial legal problem affecting the Business such as:

- employment
- VAT
- prosecution
- contract disputes
- landlord and tenant disputes

Eurolaw Commercial Legal advice can only be offered in respect of matters subject to laws of and within the jurisdiction of courts or tribunals of:

- the United Kingdom
- the Channel Islands and the Isle of Man
- any member state of the European Union
- Switzerland and Norway

Wherever possible, the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However, if this is not possible, DAS will arrange a call back at a time to suit the Insured Person.

DAS's legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, DAS will refer the Insured Person to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will call the Insured Person back.

DAS offer confidential advice over the phone on any tax matters affecting the Business, under the laws of the United Kingdom.

Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will aim to call the Insured Person back the next working day between 9am and 5pm.

**This helpline is provided on the Company's behalf by DAS Legal Expenses Insurance Company Limited (DAS). Calls may be recorded.**

### Counselling Service

**0345 878 5029**

Available 24 hours each day, 7 days every week, all year round.

A confidential counselling service for the Insured Person (and their immediate family who permanently live with them) over the telephone to all aged 18 or over and to 16 and 17 year olds, provided they are in full-time employment, assisting issues such as:

- Stress
- Relationship
- Depression
- Bereavement
- Family

This service can also help with:

- Onward referral to relevant voluntary, self-help groups or professional services
- Details of face to face counsellors in the Insured Person's area

Any costs arising from the use of these referral services will not be paid by DAS.

**This helpline is provided on the Company's behalf by DAS Legal Expenses Insurance Company Limited. All calls are dealt with in the strictest confidence, but to assist DAS with checking and improving service standards, calls may be recorded.**

### Health and Medical Service

**0345 878 5024**

Health and medical information is provided by a medically qualified person 9am – 5pm, Monday to Friday, excluding public and bank holidays. If the Insured Person calls outside these times, a message will be taken and a return call arranged within the operating hours.

Advice and assistance, assisting with issues such as:

- Exercise Information
- Changing doctors
- Giving up smoking
- Inoculations
- Comprehensive doctor, clinic and treatment facility database
- Sports injuries
- Nutrition assessment
- Complementary health
- Bespoke fact sheets can be sent out if requested

**This helpline is provided on the Company's behalf by DAS Legal Expenses Insurance Company Limited. Calls may be recorded.**

## Business Emergency Assistance

**0345 878 5024**

Assistance in the event of an emergency affecting the Business, such as:

- burst pipes or blocked drains causing flooding
- complete failure of the gas or electricity supply
- serious damage to the roof
- escape of water or oil from the central heating system

In the event of emergency assistance being required, a reputable local contractor will be contacted, but the Insured must pay any call-out or repair charges. One telephone call will bring assistance as soon as possible.

As the helpline is available 24 hours a day and seven days a week, the Insured may call at any time. Please ensure that the Policy number is available when telephoning as this will be requested. This appears on the Policy Schedule.

**This helpline is provided on the Company's behalf by DAS Legal Expenses Insurance Company Limited. Calls may be recorded.**

**In addition to these helplines, DAS offer on the Company's behalf access to the following services:**

### Employment Manual

The DAS Employment Manual offers comprehensive, up-to-date guidance on rapidly changing employment law. To view it, please visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual).

If the Insured would like notifications of when updates are made to the Employment Manual please email DAS at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) quoting the Insured's name and Policy number shown in the Schedule.

## DAS Businesslaw

DAS Businesslaw contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help the Insured with the day-to-day running of their business, as well as helping the Insured to manage their exposure to legal risk.

DAS Businesslaw's document builders can help the Insured quickly create documents such as:

- HR policies
- Data protection policy
- Employee contracts letters
- Copyright and trademark licences
- T&C documentation
- Privacy statements
- Debt recovery

In addition, DAS Businesslaw contains hundreds of regularly updated expert guides and videos on topics such as branding, crowdfunding, financial and tax planning, and marketing strategy to help build and grow the Insured's business.

### How do I get started?

1. Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk);
2. Enter **DASBNIG100** into the 'voucher code' text box and press Validate Voucher;
3. Fill out your name and email address, create a password, and specify what type of business you have;
4. Validate your email address by pressing the link in the confirmation email that you receive.

## Emergency Glazing & Security Assistance

**0345 878 5455**

The Company's glass replacement service provides an efficient replacement service for fixed internal and external glass 24 hours a day, 7 days a week throughout the year. In addition, replacement locks or emergency security measures are also available.

Provided the Damage is covered by this Policy, the cost will be settled by the Company directly with the Company's service providers. If, however, this Policy requires payment of the first amount of any claim, or if the Insured is registered for Value Added Tax, the Company's service provider will invoice the Insured direct for this amount.

NOTE: Using any other repairer will not affect the Insured's right to claim under this Policy.

**This helpline is provided on the Company's behalf by the Company's approved supplier panel. Calls may be recorded.**

Page

## What is in this Booklet

2	Introduction
3	General Definitions
4	General Conditions
7	Claims Conditions
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	<b>Sections of the Policy</b>
11	Section 1: Employers' Liability
14	Section 2: Public Liability
24	Section 3: Products Liability
31	Important Information

# Liability Combined Policy

NIG policies are underwritten by U K Insurance Limited. The Company will provide the insurance described in this Policy (subject to the terms, definitions, conditions, clauses and exclusions) for the Period of Insurance, which consists of individual Sections. The Policy should be read in conjunction with the Schedule which confirms the Sections the Insured is covered for.

# General Definitions

These definitions apply to this Policy. In addition, other more specific definitions apply under some of the Policy Sections and are stated in those Policy Sections.

Any word or expression to which a particular meaning has been given in the General Definitions in this Policy or in the Definitions within the Sections of this Policy shall have that meaning wherever it appears when commencing with a capital letter in this Policy or the relevant Section respectively.

## Business

The business as stated in the Schedule.

## Business Hours

The period during which the Premises are actually occupied by the Insured and/or Employees for the purposes of the Business.

## Company

U K Insurance Limited trading as NIG and/or such other authorised insurer as U K Insurance Limited may contract to underwrite any part of this Policy.

## Damage

Accidental loss, destruction or damage.

## Employee

Any person while working for the Insured in connection with the Business who is:

- a under a contract of service or apprenticeship with the Insured;
- b under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by the Insured;
- c a labour master or a person supplied by a labour master;
- d engaged by a labour only sub-contractor;
- e a self-employed person performing work under a similar degree of control and direction by the Insured as a person under a contract of service or apprenticeship with the Insured;
- f a driver or operator of hired-in plant;
- g a trainee or person undergoing work experience; or
- h a voluntary helper.

## Insured

The person, persons, Limited Liability Partnerships or Limited or Public Limited Company, named in the Schedule and, in respect of Section 1: Employers' Liability, the Policyholder stated upon the Certificate of Employers' Liability Insurance.

## Period of Insurance

- a The period beginning with the Effective Date and ending with the Expiry Date (both stated in the New Business Schedule or latest effective Renewal Schedule as applicable); and
  - b any subsequent period,
- for which the Insured shall pay and the Company shall agree to accept the Insured's premium.

## Policy

This policy including the Sections and the Schedule, all of which should be read together as one contract.

## Premises

Premises at the address(es) stated in the Schedule occupied by the Insured for the purposes of the Business.

## Schedule

The schedule applicable to this Policy.

# General Conditions

**These Conditions apply to this Policy. The Insured must comply with these Conditions. Where additional Conditions apply to a specific Section of this Policy, they are stated under that Section.**

## 1 Fair Presentation of the Risk

- a** The Insured has a duty to make to the Company a fair presentation of the risk before:
  - i** the inception of this Policy;
  - ii** an alteration made to this Policy, concerning changes in the risk which are relevant to the proposed alteration; and
  - iii** the renewal of this Policy; and
- b** In the event of a breach of such duty, if the breach is:
  - i** deliberate or reckless, the Company may:
    - a** in relation to an alteration made to this Policy, (notwithstanding the references to notice period and the refunding of premiums in General Condition 5 b) by notice to the Insured in writing at the Insured's last known address treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
    - b** in relation to the inception or renewal of this Policy, avoid this Policy and refuse all claims and retain any premiums paid;
  - ii** neither deliberate nor reckless and the Company would not have:
    - a** in relation to an alteration made to this Policy, agreed to the alteration on any terms, the Company may treat this Policy as if the alteration was never made, but in that event the Company:
      - i** will return any extra premium paid; or
      - ii** may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration.  
 The Company will pay on such claim a percentage of what it would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
    - b** entered into this Policy on any terms, the Company may avoid this Policy and refuse all claims but will return any premiums paid; or

- iii** neither deliberate nor reckless and the Company:
  - a** would have entered into this Policy or agreed to the alteration made to this Policy, but on different terms (other than terms relating to the premium), this Policy or the alteration (as applicable) will be treated as if it had been entered into on those different terms if the Company so requires; and
  - b** in respect of an alteration made to this Policy:
    - i** would have agreed to the alteration, but would have charged an increased premium by more than the Company did or (in the case of an unchanged premium) would have increased the premium, the Company may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

The Company will pay on such claim a percentage of what it would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the premium that the Company would have charged;

- ii** (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and the Company would have increased the premium, would not have reduced the premium, or would have reduced it by less than it did, the Company may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

The Company will pay on such claim a percentage of what it would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the original premium if the Company would not have changed it, and otherwise the increased or (as the case may be) reduced total premium the Company would have charged.

- c** would have entered into this Policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, the Company may reduce proportionately the amount to be paid on a claim.

The Company will pay on such claim a percentage of what it would otherwise have been liable to pay (making provision for any different terms referred to in item **b iii a** above), based on the premium actually charged compared to the higher premium.

- c** The Company shall be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by the Company), in relation to a breach of the duty to make to the Company a fair presentation of the risk.

## 2 Reasonable Precautions

It is a condition precedent to the liability of the Company that the Insured must:

- a** take all reasonable precautions to prevent or minimise loss, destruction, damage, accident or injury;
- b** maintain the Premises, machinery, equipment and furnishings in a good state of repair;
- c** exercise care in the selection and supervision of Employees; and
- d** comply with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons.

## 3 Change of Risk or Interest

- a** It is a condition precedent to the liability of the Company that the Insured shall immediately notify the Company if any alteration be made either in the Business or in any other circumstances whereby the risk is increased other than in accordance with General Condition 1, at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance.
- b** This Policy shall cease to be in force if:
  - i** the Insured's interest in the Business ends, other than by death; or
  - ii** the Business is to be wound up or carried on by a liquidator or receiver or permanently discontinued, at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance, unless its continuance be agreed by the Company.

## 4 Adjustment of Premium

If any part of the premium or renewal premium is based on estimates declared by the Insured the Insured shall keep an accurate record containing all relevant particulars in making that estimate and shall allow the Company to inspect such record. In addition to any other declaration

requirements specified in this Policy, the Insured shall within one month after the expiry of each Period of Insurance provide the Company with a declaration of wage roll, payments to sub-contractors, overall turnover and turnover in respect of exports to the United States of America and/or Canada and/or their dependencies or trust territories for such expired Period of Insurance.

The premium shall then be adjusted based on the difference between the estimate and the declaration. The difference in premiums shall be paid by or allowed to the Insured. Should the Insured fail to supply the information required under this General Condition then the Company shall be entitled to charge a reasonable additional premium.

## 5 Cancellation

- a** Cancellation Rights of the Insured
  - i** This Policy may be cancelled by the Insured within 14 days of receipt of this Policy (this is known as the "cooling off" period). If the Insured elects to cancel within this period they must return all policy documentation to their broker, intermediary or agent, who must return such documentation to the Company and the Company will refund the full amount of premium paid by the Insured. If a claim has been made or an incident notified to the Company that could give rise to a claim during the "cooling off" period, this Policy will be treated by the Company as in force and no refund of premium will be made.
  - ii** If the Insured elects to cancel this Policy after the "cooling off" period has expired but still during any Period of Insurance, they must give 14 days' notice in writing to their broker, intermediary or agent. The Insured will be entitled to a proportionate refund of premium based on the number of days remaining in the Period of Insurance, unless a claim has been made (or an incident notified to the Company that could give rise to a claim) during the Period of Insurance when no refund of premium for the Period of Insurance will be made.
  - iii** Where the Insured pays premiums by instalments, any amount of premium returned under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.
- b** Cancellation Rights of the Company
  - i** The Company may cancel this Policy (or any Section of it) at any time and in any Period of Insurance by giving a minimum of 14 days' notice in writing to the Insured at the Insured's last known address.



- ii If the Company cancels this Policy then the Insured will be entitled to a proportionate refund of premium, based on the number of days remaining in the Period of Insurance, unless a claim has been made (or an incident notified to the Company that could give rise to a claim) during the Period of Insurance when no refund of premium will be made.
- iii Where the Insured pays premiums by instalments, any amount of premium refunded under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

The total amount refunded to the Insured will be calculated by the Company in accordance with the process set out above. The calculation made by the Company will be final and binding.

## 6 Instalments

- a Notwithstanding General Condition 5 b, where the premium under this Policy is payable by instalments and the Insured fails to pay one or more instalments, the Company may cancel this Policy by giving 7 days' notice in writing to the Insured at the Insured's last known address.
- b Any amount of premium returned under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

The total amount of premium refunded to the Insured will be calculated by the Company in accordance with the process set out in General Condition 5 above. The calculation made by the Company will be final and binding.

## 7 Choice of Law

The Insured and the Company may choose which law will apply to this Policy. Unless both parties agree otherwise, English law will apply. The Company has supplied this Policy and other information to the Insured in English and the Company will continue to communicate with the Insured in English.

## 8 Contracts (Rights of Third Parties) Act 1999

A person or company who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 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 that Act.

## 9 Survey and Risk Improvement

It is a condition precedent to the liability of the Company that:

- a if required by the Company, the Company will be allowed access to the Premises to carry out a survey either:
  - i after inception of this Policy;
  - ii prior to or post renewal of this Policy; or
  - iii the date the Company confirms cover in respect of an alteration made to this Policy;
- b the Insured will in respect of such survey:
  - i supply an appropriate contact name, contact telephone number and email address (where appropriate) to facilitate the survey;
  - ii co-operate fully with the Company during the visit on the agreed date(s); and
  - iii implement any risk improvement requirements set out in a risk improvement report forwarded after survey to the Insured by the Company, within the timescales specified therein and all risk improvement requirements remain in place and fully operational throughout the currency of this Policy.

The Company reserves the right to amend terms, definitions, conditions, clauses, exclusions and premium, of this Policy, or withdraw cover under this Policy if the Insured fails to comply with any of the above. If the Company exercises any of the above options the Company will advise the Insured in writing confirming the action being taken.

## 10 Sanctions, Prohibitions or Restrictions

The Company will not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# Claims Conditions

**These Conditions apply to this Policy. The Insured must comply with these Conditions. Where additional Conditions apply to a specific Section of this Policy, they are stated under that Section.**

## 1 Conditions Precedent

Every condition precedent to which this Policy or any Section or item thereof is, or may be, made subject shall, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this Policy.

## 2 Action by the Insured

It is a condition precedent to the liability of the Company that the Insured shall:

- a** immediately notify the Company on the happening of any incident which could result in a claim under this Policy and immediately send to the Company every relevant document relating to any impending prosecution, inquest or fatal accident enquiry or civil proceedings;
- b** immediately notify the Company of, and deliver to the Company at the Insured's own expense, a claim with such detailed particulars and proofs as may reasonably be required by the Company and (if demanded by the Company) a statutory declaration of the truth of the claim and any matters connected therewith, within 30 days of the event giving rise to the claim, or such further time as the Company may allow.

Notwithstanding the above, the Insured shall immediately forward any claim by a third party or notice of any proceedings or any other correspondence and information received by the Insured relating to such claim on receipt;

- c** make no admission of liability or offer, promise or payment, without the Company's written consent;
- d** fully co-operate and produce to the Company such books of account or other business books or documents or such other proofs, as may reasonably be required by the Company for investigating or verifying the claim.

## 3 The Rights of the Company

The Company shall be entitled:

- a** on the happening of any loss, destruction or damage, in respect of which a claim is made under this Policy, and without thereby incurring any liability or diminishing any of the Company's rights under this Policy, to enter, take or keep possession of the premises where such loss, destruction or damage has occurred and to take possession of, or require to be delivered to the Company any property insured by this Policy and deal with such property for all reasonable purposes and in a reasonable manner;
- b** at its discretion to take over and conduct in the name of the Insured, or any other person, the defence or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other persons in respect of any risk insured by this Policy, and the Insured shall give all information and assistance required by the Company;
- c** to any property for the loss of which a claim is paid under this Policy and the Insured shall execute all such assignments and assurances of such property as may be reasonably required, but the Insured shall not be entitled to abandon any property to the Company; and
- d** in the event of any Occurrence (as defined in Section 1: Employers' Liability, Section 2: Public Liability and Section 3: Products Liability, of this Policy respectively) resulting in any claim(s) under Sections 1, 2 and/or 3, of this Policy respectively, to pay to the Insured the amount of the Indemnity Limit (as defined in Sections 1, 2 and 3, of this Policy respectively) for such Occurrence (less any sums already paid as damages in respect of such Occurrence and, in respect of Section 1 of this Policy, less costs and expenses, incurred before the date of payment) or any lesser amount for which the claim(s) can be settled. After such payment the Company shall have no further responsibility in connection with such claim(s), except in respect of Sections 2 and 3, of this Policy, for costs and expenses, incurred before the date of payment.

#### 4 Fraudulent Claims

In the event of any claim under the Policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on the Insured's behalf to obtain benefit under this Policy, the Company:

- a shall not be liable to pay the claim;
- b may recover from the Insured any sums paid by the Company to the Insured in respect of the claim; and
- c may (notwithstanding the references to notice period and the refunding of premiums in General Condition 5 b) by notice to the Insured in writing at the Insured's last known address treat this Policy as having been cancelled with effect from the time of the fraudulent act and may:
  - i refuse all liability to the Insured under this Policy in respect of any event that gives rise to the liability of the Company occurring after the time of the fraudulent act; and
  - ii retain any premiums paid under this Policy.

#### 5 Subrogation

The Company shall be subrogated to the rights of recovery of the Insured against any third party. Accordingly, it is a condition precedent to the liability of the Company that any claimant under this Policy shall, at the request and expense of the Company, take and permit to be taken all necessary steps for the Company to enforce any rights against any other party in the name of the Insured before or after any payment is made by the Company.

#### 6 Other Insurances

Unless otherwise stated in this Policy, if at the time of any Occurrence (as defined in Section 1: Employers' Liability, Section 2: Public Liability and Section 3: Products Liability, of this Policy respectively), incident, loss, destruction or damage, which gives rise to a claim, there is any other insurance effected by or on behalf of the Insured applicable to such Occurrence, incident, loss, destruction or damage, the liability of the Company shall be limited to its rateable proportion thereof.

If any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy whether in whole or in part or from contributing rateably then the liability of the Company hereunder shall be limited to any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

#### 7 Arbitration

If any differences arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an arbitrator in England who will decide the matter in dispute according to English law and will be appointed by the parties in accordance with the relevant English statutory provisions for the time being in force. Where any such difference is to be referred to arbitration under this Claims Condition, the making of an award will be a condition precedent to any right of action against the Company.

# General Exclusions

These General Exclusions set out what is not covered under this Policy. Where additional exclusions apply to a specific Section of this Policy, they are set out in that Section.

## This Policy does not cover

### 1 War, Government Action and Terrorism

legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from:

- i War, Government Action, Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism); or
- ii civil commotion in Northern Ireland,

except to the extent stated in the Liability Provisions relating to this General Exclusion set out below.

For the purpose of this General Exclusion and its Liability Provisions:

**War** shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, or military or usurped power.

**Government Action** shall mean martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to War.

**Terrorism** shall mean any act or acts of any person or 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 and/or the threat thereof, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

In any action, suit or other proceedings, where the Company alleges that, by reason of this General Exclusion as far as it relates to Terrorism, any loss, destruction or damage or resulting loss or expense or other costs either directly or indirectly caused by or contributed to by or arising from such event is not covered by this insurance, the burden of proving that such loss, destruction, damage, expense or costs is covered shall be upon the Insured.

### Liability Provisions

Subject otherwise to the terms, definitions, conditions, clauses and exclusions, of this Policy, the Company will indemnify the Insured under Section 1: Employers' Liability, Section 2: Public Liability and Section 3: Products Liability, of this Policy, in respect of legal liability arising from Terrorism (or any action taken in controlling, preventing or suppressing Terrorism) provided that under:

- 1 Section 1 of this Policy, notwithstanding the Indemnity Limit (as defined in Section 1 of this Policy) stated in the Schedule, the Company's liability (inclusive of interest thereon and all costs and expenses) payable in respect of any one Occurrence (as defined in Section 1 of this Policy) or in the aggregate in respect of a series of such Occurrences arising out of any one original cause, shall not exceed £5,000,000;
- 2 Section 2 of this Policy, notwithstanding the Indemnity Limit (as defined in Section 2 of this Policy) stated in the Schedule, the Company's liability for all damages (including interest thereon) payable in respect of any one Occurrence (as defined in Section 2 of this Policy) or in the aggregate in respect of a series of such Occurrences arising out of any one original cause, shall not exceed £5,000,000 or the amount of the Indemnity Limit stated in the Schedule in Section 2 of this Policy, whichever is the lower;
- 3 Section 3 of this Policy, notwithstanding the Indemnity Limit (as defined in Section 3 of this Policy) stated in the Schedule, the Company's liability for all damages (including interest thereon) payable in respect of all Occurrences (as defined in Section 3 of this Policy) in the aggregate during any one Period of Insurance, shall not exceed £5,000,000 or the amount of the Indemnity Limit stated in the Schedule in Section 3 of this Policy, whichever is the lower; and
- 4 Section 2 and Section 3, of this Policy, notwithstanding items 2 and 3 above and the Indemnity Limit (as defined in Sections 2 and 3, of this Policy) stated in the Schedule, the Company's liability for all damages (including interest thereon and all costs and expenses) payable in respect of all Occurrences in the aggregate (as defined in Section 2 or Section 3, of this Policy, as relevant) arising out of Pollution or Contamination (as defined in Section 2 or Section 3, of this Policy, as relevant), consequent upon Terrorism and which are deemed to have Occurred during any one Period of Insurance, shall not exceed £5,000,000 in the aggregate under each Section or the amount of the Indemnity Limit in the aggregate stated in the Schedule in Section 2 and/or Section 3, of this Policy, whichever is the lower.

## 2 Radioactive Contamination

loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs either directly or indirectly caused by such loss, destruction or damage, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a** ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b** the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

NOTE: As far as this General Exclusion concerns Bodily Injury (as defined in the relevant Sections of this Policy) caused to any Employee, if such Bodily Injury arises out of and in the course of employment or engagement of such person by the Insured, this General Exclusion shall apply only in respect of:

- i** the legal liability of any principal; or
- ii** legal liability assumed by the Insured under agreement and which would not have attached in the absence of such agreement.

## 3 Date Recognition

any claim which arises directly or indirectly from or consists of the failure or inability of any:

- a** electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device; or
- b** media or systems used in connection with anything referred to in **a** above,

whether the property of the Insured or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of:

- i** recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time; or
- ii** the operation of any command or logic which has been programmed or incorporated into anything referred to in **a** and **b** above.

NOTE: General Exclusion 3 shall not apply to Section 1: Employers' Liability of this Policy.

# Section 1: Employers' Liability

The Company will, subject to the Indemnity Limit, indemnify the Insured under this Section against:

- 1 **a** all sums which the Insured shall become legally liable to pay as damages (including interest thereon); and
  - b** claimants' costs and expenses, if the Insured is ordered to pay them or paid with the Company's written consent,
 in respect of an Occurrence;
- 2 all costs and expenses, incurred by the Insured with the Company's written consent in defending any claim under this Section; and
- 3 the solicitor's fees incurred with the Company's written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any Occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

## Definitions

The definitions which apply to this Section are in addition to the General Definitions.

### Bodily Injury

Bodily injury which shall include death, disease or illness.

### Business

For the purpose of this Section only, the General Definition of Business is extended to include:

- a** the ownership, repair, maintenance and decoration of the Premises;
- b** private work undertaken by any Employee for the Insured, or with the Insured's consent, for any director of the Insured or partner of the Insured or other Employee; and
- c** the provision and management of canteen, sports, social and welfare organisations, for the benefit of Employees and fire, security, first aid, medical and ambulance services.

### Indemnity Limit

The Company's liability (inclusive of interest thereon and all costs and expenses) under this Section payable in respect of any one Occurrence or in the aggregate in respect of a series of Occurrences arising out of any one original cause, shall not exceed the Indemnity Limit stated in the Schedule.

### Occurrence

Bodily Injury caused to any Employee anywhere within the Territorial Limits during the Period of Insurance and arising out of and in the course of employment or engagement, of such person by the Insured in the Business.

### Territorial Limits

The United Kingdom, the Channel Islands and the Isle of Man.

### Extensions

The insurance provided by this Section is extended to include the following:

#### A Court Attendance Costs

In the event of any of the undernoted persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section, the Company will pay compensation to the Insured at the following rates per day for each day on which attendance is required:

- |  |       |
|--|-------|
| <b>a</b> any director of the Insured or partner of the Insured | £500  |
| <b>b</b> any Employee  | £250. |

#### B Cross Liabilities

Where the Insured comprises more than one party, the Company will treat each party as the Insured as if a separate Policy had been issued to each provided that nothing in this Extension will increase the liability of the Company beyond the amount for which the Company would have been liable had this Extension not applied.

#### C Health and Safety at Work etc. Act 1974

The Company will indemnify the Insured and, at the Insured's request, any director of the Insured or partner of the Insured or any Employee, against legal costs and expenses, incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed in the course of the Business during the Period of Insurance.

The Company will also pay prosecution costs for which the Insured is legally liable and any other costs in appealing against any judgment given.

Provided that this indemnity shall not apply:

- i** to the payment of any costs or expenses incurred without the Company's written consent; or
- ii** to the payment of fines or penalties.

## D Indemnity to Principals

The Company will, at the request of the Insured, indemnify any principal to the extent required by a contract or agreement between the Insured and the principal, in respect of legal liability arising from the performance of work by the Insured for such principal.

Provided that:

- a the Company shall retain sole conduct and control of any claim; and
- b the principal shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this Policy, in so far as they can apply.

## E Indemnity to Others

The Insured shall also include:

- a personal representatives of the Insured in the event of the death of the Insured, but only in respect of legal liability incurred by the Insured; and
- b if the Insured so requests:
  - i any director of the Insured or partner of the Insured or Employee, while acting in connection with the Business, provided that the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured; and
  - ii any officer or member, of the Insured's canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such.

Provided that such persons shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this Policy, in so far as they can apply.

## F Unsatisfied Court Judgments

In the event of a judgment for damages being obtained by any Employee or the personal representatives of any Employee, in respect of Bodily Injury caused to the Employee during any Period of Insurance and occurring in connection with the Business against any person or company, operating from premises within the Territorial Limits in any court situated in the Territorial Limits and remaining unsatisfied in whole or in part six months after the date of such judgment, the Company will, at the Insured's request, pay to the Employee or the personal representatives of the Employee the amount of such damages and any awarded costs, to the extent that they remain unsatisfied.

Provided that:

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

## G Work Overseas

The indemnity provided under this Section is extended to apply in respect of legal liability for Bodily Injury caused to an Employee whilst temporarily engaged in work outside the Territorial Limits in connection with the Business provided that such Employee is ordinarily resident within the Territorial Limits.

## H Corporate Manslaughter and Corporate Homicide Act 2007

The Company will indemnify the Insured against legal costs and expenses, incurred with the Company's prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man, committed or alleged to be committed in the course of the Business during the Period of Insurance.

Provided that:

- a the Company's liability under this Extension shall be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance;
- b this Extension shall only apply to proceedings brought in the United Kingdom, the Channel Islands or the Isle of Man;
- c the Company must consent to the appointment of any solicitor or counsel, acting on behalf of the Insured;
- d the Insured shall immediately notify the Company of receipt of any summons or other process, served upon the Insured, which may give rise to proceedings arising from the cover under this Extension; and
- e before the Company consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by the Company shall be supplied by the Insured.

It is understood that the Company will have no liability under this Extension:

- i if the Insured have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;
- ii for any fines or penalties, of any kind; or
- iii where the Insured can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide, from any other source or insurance or where but for the existence of this Extension the Insured would have obtained indemnity from any other source or insurance.

## Conditions

The following Conditions apply to this Section.

### 1 Provisions of Law

The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of legal liability to Employees within the Territorial Limits but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law.

### 2 Certificate of Employers Liability Insurance

If this Policy or Section is cancelled, any Certificate of Employers Liability Insurance shall be similarly cancelled from the same date.

### 3 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 Company retains sole conduct and control of any claim.

## Exclusions

The Company shall not be liable under this Section in respect of Bodily Injury:

- 1 caused to any Employee (other than the driver) being carried in or upon a motor vehicle or entering or getting onto or alighting from a motor vehicle, where such Bodily Injury is caused by or arises out of the use by the Insured of a motor vehicle on a road. For the purpose of this Exclusion the expressions "motor vehicle", "use" and "road", shall have the same meanings as they are used in Section VI of the Road Traffic Act 1988; or
- 2 arising in connection with any visits to or work on, any offshore rig or platform. A visit to or work on, any offshore rig or platform, shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from such offshore rig or platform.



# Section 2: Public Liability

The Company will, subject to the Indemnity Limit, indemnify the Insured under this Section against:

- 1 **a** all sums which the Insured shall become legally liable to pay as damages (including interest thereon); and
  - b** claimants' costs and expenses, if the Insured is ordered to pay them or paid with the Company's written consent,
- in respect of the Occurrences;
- 2 all costs and expenses, incurred by the Insured with the Company's written consent in defending any claim under this Section; and
  - 3 the solicitor's fees incurred with the Company's written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any Occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

## Definitions

The definitions which apply to this Section are in addition to the General Definitions.

### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

### Bodily Injury

Bodily injury which shall include death, disease or illness.

### Business

For the purpose of this Section only, the General Definition of Business is extended to include:

- a** the ownership, repair, maintenance and decoration of the Premises;
- b** private work undertaken by any Employee for the Insured or, with the Insured's consent, for any director of the Insured or partner of the Insured or other Employee; and
- c** the provision and management of canteen, sports, social and welfare organisations, for the benefit of Employees and fire, security, first aid, medical and ambulance services.

### Craft

Any vessel or craft or thing, made or intended to float on or in or travel through water, air or space.

## Indemnity Limit

The Company's liability under this Section for all damages (including interest thereon) payable in respect of any one Occurrence or in the aggregate in respect of a series of Occurrences arising out of any one original cause, shall not exceed the Indemnity Limit stated in the Schedule.

## Occurrences

- 1 accidental Bodily Injury to any person;
- 2 Damage to Property;
- 3 accidental obstruction, trespass, nuisance or interference with any easement of air, light, water or way; or
- 4 wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy,

occurring anywhere within the Territorial Limits during the Period of Insurance and happening in connection with the Business.

## Pollution or Contamination

- a** All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b** all Damage or Bodily Injury, directly or indirectly caused by such pollution or contamination.

## Products Supplied

Any goods (including their containers, packaging, labelling and instructions for use) manufactured, sold, supplied, hired out, repaired, renovated, serviced, altered, erected, installed or treated, by or on behalf of the Insured, in connection with the Business and no longer in the charge or control of the Insured.

## Property

Physical property.

## Territorial Limits

The United Kingdom, the Channel Islands and the Isle of Man.

## Extensions

The insurance provided by this Section is extended to include the following:

### A Court Attendance Costs

In the event of any of the undernoted persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section, the Company will pay compensation to the Insured at the following rates per day for each day on which attendance is required:

- |   |   |       |
|---|---|-------|
| a | any director of the Insured or partner of the Insured | £500  |
| b | any Employee  | £250. |

### B Health and Safety at Work etc. Act 1974

The Company will indemnify the Insured and, at the Insured's request, any director of the Insured or partner of the Insured or any Employee, against legal costs and expenses, incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed in the course of the Business during the Period of Insurance.

The Company will also pay prosecution costs for which the Insured is legally liable and any other costs in appealing against any judgment given.

Provided that this indemnity shall not apply:

- i to the payment of any costs or expenses incurred without the Company's written consent; or
- ii to the payment of fines or penalties.

### C Cross Liabilities

Where the Insured comprises more than one party, the Company will treat each party as the Insured as if a separate Policy had been issued to each provided that nothing in this Extension will increase the liability of the Company beyond the amount for which the Company would have been liable had this Extension not applied.

### D Member to Member Liability

The indemnity provided by this Section is extended to indemnify any member of the Insured's sports or social organisations, in respect of legal liability for accidental Bodily Injury or Damage to Property, sustained by fellow members of such organisations while engaged in the activities of such organisations.

### E Indemnity to Principals

The Company will, at the request of the Insured, indemnify any principal to the extent required by a contract or agreement between the Insured and the principal, in respect of legal liability arising from the performance of work by the Insured for such principal.

Provided that:

- a the Company shall retain sole conduct and control of any claim; and
- b the principal shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this Policy, in so far as they can apply.

### F Indemnity to Others

The Insured shall also include:

- a personal representatives of the Insured in the event of the death of the Insured, but only in respect of legal liability incurred by the Insured; and
- b if the Insured so requests:
  - i any director of the Insured or partner of the Insured or Employee, while acting in connection with the Business, provided that the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured; and
  - ii any officer or member, of the Insured's canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such.

Provided that such persons shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this Policy, in so far as they can apply.

### G Leased or Rented Premises

Exclusion 4 of this Section shall not apply to legal liability for Damage to any premises (including their fixtures and fittings) leased, rented or hired, to the Insured.

Provided that the indemnity provided by this Section shall not apply to Damage by any cause against which the lease or tenancy agreement stipulates that insurance shall be effected by the lessee or tenant.

### H Defective Premises Act 1972

The indemnity provided by this Section is extended to indemnify the Insured under this Section in respect of legal 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 any business premises or land, disposed of by the Insured.

Provided that this Extension shall not apply to:

- a** the cost of rectifying any damage or defect, in the premises or land disposed of; or
- b** legal liability for which the Insured is entitled to indemnity under any other policy.

### I Overseas Personal Liability

The indemnity provided by this Section is extended to indemnify the Insured and, at the Insured's request, any director of the Insured or partner of the Insured or any Employee, or any family member accompanying them, while temporarily outside the Territorial Limits in connection with the Business against legal liability as provided by this Section incurred in a personal capacity.

Provided that this indemnity shall not apply:

- a** to legal liability arising out of the ownership or tenure of any land or building; or
- b** where indemnity is provided by any other insurance.

### J Claims under Data Protection Legislation

The Company will indemnify the Insured against any compensation claim in respect of material or non-material damage where such damage occurs during the Period of Insurance and happens in connection with the Business, provided that the Insured:

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

The Company's liability under this Extension (including all compensation, costs and expenses) shall be limited to a maximum amount of £500,000 in the aggregate and in any one Period of Insurance.

Provided that this indemnity shall not apply to:

- i** any material or non-material damage caused by any deliberate act or omission, by the Insured, where such material or non-material damage could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission;
- ii** any material or non-material damage caused by any act of fraud or dishonesty;
- iii** the costs and expenses of rectifying, rewriting or erasing data (including personal data);

- iv** liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person;
- v** the payment by the Insured of any regulatory fines or penalties; or
- vi** any material or non-material damage caused by:
  - a** any deliberate, reckless or negligent act of any Employee; or
  - b** any failure by an Employee to act in accordance with the Insured's internal policies, procedures and guidelines.

For the purposes of this Extension:

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

### K Work Overseas

The indemnity provided under this Section is extended to apply:

- a** within any member country of the European Union where any director of the Insured or partner of the Insured or Employee is temporarily engaged on the Business of the Insured; and
- b** elsewhere in the world where any director of the Insured or partner of the Insured or Employee is temporarily engaged in non-manual work in connection with the Business of the Insured.

Provided that:

- i** such person is ordinarily resident within the Territorial Limits; and
- ii** that this indemnity shall not apply to legal liability assumed under agreement which would not have attached in the absence of such agreement.

### L Motor Contingent Liability

Notwithstanding Exclusion 5 under this Section, the indemnity provided by this Section extends to indemnify the Insured against legal liability arising out of the use in the course of the Business of any motor vehicle which is not the property of, nor provided by, the Insured.

Provided that this indemnity shall not apply:

- a for loss, destruction or damage, to such vehicle or any property contained therein;
- b whilst such vehicle is being driven by the Insured;
- c whilst such vehicle is being driven with the consent of the Insured by any person who does not hold a licence to drive such vehicle;
- d for legal liability for which the Insured is entitled to indemnity under any other insurance; or
- e for legal liability arising outside the Territorial Limits.

### M Corporate Manslaughter and Corporate Homicide Act 2007

The Company will indemnify the Insured against legal costs and expenses, incurred with the Company's prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man, committed or alleged to be committed in the course of the Business during the Period of Insurance.

Provided that:

- a the Company's liability under this Extension shall be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance;
- b this Extension shall only apply to proceedings brought in the United Kingdom, the Channel Islands or the Isle of Man;
- c the Company must consent to the appointment of any solicitor or counsel, acting on behalf of the Insured;
- d the Insured shall immediately notify the Company of receipt of any summons or other process, served upon the Insured, which may give rise to proceedings arising from the cover under this Extension; and
- e before the Company consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by the Company shall be supplied by the Insured.

It is understood that the Company will have no liability under this Extension:

- i if the Insured have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;
- ii for any fines or penalties, of any kind; or
- iii where the Insured can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide, from any other source or insurance or where but for the existence of this Extension the Insured would have obtained indemnity from any other source or insurance.

### N Financial Loss

The Company will indemnify the Insured against legal liability for damages and claimants' costs and expenses, in respect of any claim for financial loss first made against the Insured during the Period of Insurance.

Provided that the maximum liability of the Company under this Extension in respect of all claims made against the Insured in the aggregate during any one Period of Insurance, including costs and expenses incurred with the Company's consent in the defence and settlement of any claims, shall not exceed the Limit stated in the Schedule.

For the purposes of this Extension "financial loss" means an accidental pecuniary loss, cost or expense, incurred other than by the Insured or any Employee of the Insured, as a result of work carried out by or on behalf of the Insured, in connection with the Business.

The indemnity provided by this Extension shall not apply to:

- a financial loss resulting from Bodily Injury, loss or destruction or damage to Property, or obstruction, trespass, nuisance or interference with any easement of air, light, water or way;
- b legal liability for payments due under any statutory regulation or bye-law;
- c legal liability which attaches to the Insured by reason of an express term of contract unless liability would have attached to the Insured in the absence of such term;
- d legal liability caused by or arising from actual or alleged breach of duty, breach of trust, breach of contract or agreement, neglect, misstatement, misleading statement or other act of fraud or dishonesty, done or wrongfully attempted by the Insured or any director or officer of the Insured in their capacity as such;
- e legal liability resulting from libel, slander, deceit, injurious falsehood or infringement of plans, copyright, patent, trade name, trade mark or registered design;

- f** legal liability arising from the non-performance, non-completion, or delay in completion of any contract or agreement;
- g** the cost of removal, repair, recovery, alteration, replacement, demolition, breaking in or out, dismantling, making good or recall of:
  - i** any materials installed or erected by or on behalf of the Insured; or
  - ii** Products Supplied;
- h** legal liability arising out of any professional act, error, omission or advice;
- i** claims arising out of the conscious or intentional disregard by the Insured, or the technical or administrative management of the Insured, of the need to take all reasonable steps to prevent such financial loss;
- j** claims which arise out of any circumstances notified to previous insurers or circumstances known to the Insured at the inception of this Extension which may give rise to a claim for financial loss; or
- k** legal liability directly or indirectly caused by or arising from virus or similar mechanism or hacking.

For the purposes of this Extension:

- i** “virus or similar mechanism” means program code, programming instruction or any 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. The meaning of “virus or similar mechanism includes but is not limited to Trojan horses, worms and logic bombs; and
- ii** “hacking” means unauthorised access to any computer or other equipment or component or system or item, which processes, stores, transmits or retrieves data, whether the property of the Insured or not.

### Excess applicable to this Extension

This Extension does not cover and the Company shall not be liable for the amount of the Excess stated in the Schedule being the first part of each and every claim.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

### Special Provision applicable to this Extension

Provided that if during the Period of Insurance, the Insured becomes aware of any circumstances which may be likely to give rise to a claim falling under this Extension and the Insured gives written notice to the Company of such circumstances during the Period of Insurance, any claim which may subsequently be made against the Insured arising out of the circumstances of which notification has been given shall be deemed to be a claim arising during such Period of Insurance, whenever such claim may actually be made.

### O Environmental Statutory Clean Up Costs

The Company will indemnify the Insured in respect of all sums including Regulatory Debts that the Insured is legally liable to pay in respect of Remediation or Clean Up costs arising from Environmental Damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided that:

- a** liability arises from Pollution or Contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during any one Period of Insurance, provided that all Pollution or Contamination which arises out of any one incident shall be deemed to have occurred at the time such incident takes place;
- b** the Company's liability under this Extension shall be limited to a maximum amount, being the Limit stated in the Schedule, in the aggregate and in any one Period of Insurance;
- c** the Company shall not be liable in respect of:
  - i** Remediation or Clean Up costs for Damage to the Insured's land, premises, watercourse or body of water:
    - a** whether owned, leased, hired or tenanted, to or by the Insured; or
    - b** otherwise, in the Insured's care, custody or control;
  - ii** primary, complementary or compensatory remediation costs for Damage to the Insured's land, premises, watercourse or body of water:
    - a** whether owned, leased, hired or tenanted, to or by the Insured; or
    - b** otherwise, in the Insured's care, custody or control;

- iii removal of any risk of an adverse effect on human health on the Insured's land, premises, watercourse or body of water:
  - a whether owned, leased, hired or tenanted, to or by the Insured; or
  - b otherwise, in the Insured's care, custody or control;
- iv costs in achieving an improvement or alteration in the condition of the land, atmosphere or watercourse or body of water, beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences;
- v costs for prevention of imminent threat of Environmental Damage where such costs are incurred without there being Pollution or Contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during any one Period of Insurance; or
- vi costs for the reinstatement or reintroduction of biota (combined flora and fauna) excluding special species and natural habitats; and
- d liability does not arise from Pollution or Contamination directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking.

For the purposes of this Extension, the following meanings apply:

#### Environmental Damage

Impact on biodiversity being land, air, water, groundwater, drinking water supplies and fish, wildlife, biota (combined flora and fauna) and their habitats, excluding special species and natural habitats.

#### Regulatory Debt

Statutory Clean Up costs for remediation of Insured's own sites and third party sites.

#### Clean Up

- a Testing for or monitoring of Pollution or Contamination; and
- b Cleaning up, removing, containing, treating, detoxifying or neutralising, Pollution or Contamination.

#### Remediation

Remedying the effects of Pollution or Contamination.

#### Virus or Similar Mechanism

Program code, programming instruction or any 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. The meaning of Virus or Similar Mechanism includes but is not limited to Trojan horses, worms and logic bombs.

#### Hacking

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

#### Excess applicable to this Extension

This Extension does not cover and the Company shall not be liable for the amount of the Excess stated in the Schedule being the first part of each and every claim.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

#### P Legionellosis

Notwithstanding Exclusion 9 of this Section, the Company will indemnify the Insured against:

- a i all sums which the Insured shall become legally liable to pay as damages (including interest thereon); and
- ii claimants' costs and expenses, if the Insured is ordered to pay them or paid with the Company's written consent,
  - in respect of any claim for accidental Bodily Injury to any person caused by legionellosis, happening in connection with the Business;
- b all costs and expenses, incurred by the Insured with the Company's written consent in defending any claim under this Extension; and
- c the solicitor's fees incurred with the Company's written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged breach of statutory duty resulting in any Bodily Injury which may be the subject of indemnity under this Extension or at any coroner's inquest or fatal accident inquiry.

Provided that:

- i notwithstanding Claims Condition 2 b iii under this Policy, such claim is first made against the Insured during the Period of Insurance and notified to the Company within 30 days of the expiry of the same Period of Insurance;

- ii all claims arising out of the same isolated, repeated or continuing incidence of legionellosis shall be deemed to be made in the same Period of Insurance when:
  - a the claim was first made in writing to the Insured and notified to the Company; or
  - b the first notification of any circumstances was first made to the Company; and
- iii the total amount payable including all costs and expenses, under this Extension, in respect of all claims made in the aggregate during any one Period of Insurance shall not exceed the Limit stated in the Schedule.

For the purpose of this Extension “legionellosis” shall mean any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

The indemnity provided by this Extension shall not apply:

- i to any claim arising from an occurrence prior to the inception of cover under this Extension; or
- ii for legal liability arising outside of the Territorial Limits.

#### Excess applicable to this Extension

This Extension does not cover and the Company shall not be liable for the amount of the Excess stated in the Schedule being the first part of each and every claim.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

#### Q Libel or Slander

The Company will indemnify the Insured against legal liability for damages and claimants' costs and expenses, incurred with the Company's written consent, in respect of claims first made against the Insured during the Period of Insurance, for liability in respect of libel or slander, occurring in connection with the Business.

Provided that:

- a the total amount payable under this Extension, in respect of all claims made in the aggregate during any one Period of Insurance, shall not exceed the Limit stated in the Schedule; and
- b the indemnity provided by this Extension shall not apply to any claim arising from an occurrence prior to the inception of cover under this Extension.

#### Excess applicable to this Extension

This Extension does not cover and the Company shall not be liable for the amount of the Excess stated in the Schedule being the first part of each and every claim.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

#### R Hairdressers and Beauty Treatment

**This Extension only applies if Extension R is stated as Operative in the Schedule.**

Notwithstanding Exclusion 2 of this Section of the Policy, the insurance provided by this Section is extended to indemnify the Insured for legal liability arising out of:

- 1 any operation of the Standard Treatments; and
- 2 (where applicable) any additional treatments stated in the Schedule,

by the Insured or any of the Insured's Employees.

Provided that:

- a the Company will not be liable for any claim arising out of or attributable to:
  - i application by the Insured or anyone acting on the Insured's behalf or use upon the advice of the Insured or anyone acting on the Insured's behalf, of any lotion, hair dye or other preparation, wholly or partly manufactured, produced, mixed or treated, in any way by the Insured or anyone acting on the Insured's behalf;
  - ii use contrary to the maker's or vendor's instructions as regards failure to make the prior skin tests before use and/or subsequent procedures required or recommended by them in respect of any lotion, hair dye or other preparation;
  - iii any treatment carried out by any person other than a Suitably Trained Person except:
    - a the washing and drying of hair, hairpieces or wigs; or
    - b in respect of Standard Treatments only, whilst such person is under the direct and continuous supervision of a Suitably Trained Person; or
  - iv vibro massage, laser treatments, semi or permanent make up or any other beauty treatment involving power-operated aids or any treatment involving the administration of injectable beauty and aesthetic treatments or body piercing;
- b the Company shall not be liable for any claim caused by or arising from work undertaken on the Insured's behalf by medically qualified clinicians unless the Insured have established and maintain an administrative procedure for obtaining evidence that medically qualified clinicians effect public liability insurance that:
  - i covers the work to be undertaken by the medically qualified clinician;
  - ii is subject to an Indemnity Limit of not less than that provided by this Policy;

- iii includes an Indemnity to Principals Clause; and
- iv remains in force throughout the duration of the contract with the Insured; and
- c the maximum liability of the Company under this Extension in respect of any one Occurrence or series of Occurrences arising out of any one cause and the total amount payable during any one Period of Insurance shall not exceed the Indemnity Limit stated in the Schedule.

It is a condition precedent to the liability of the Company that the Insured shall hold all the necessary registrations, licences and permits from the appropriate government or local authority for any additional treatment stated in the Schedule which may be undertaken other than Standard Treatments.

For the purposes of this Extension, the following meanings apply:

#### Standard Treatments

- a washing, cutting, styling and drying of hair;
- b tinting, dyeing, bleaching, permanent waving or special treatment of the hair normally carried out by a hairdresser;
- c eyebrow and eyelash plucking, shaping and tinting;
- d manicure and pedicure (but not chiropody) including the application of acrylic coatings;
- e application of cosmetics and facial masks including ionisation and steaming treatments;
- f application of proprietary hair removal preparations other than electrolysis; and
- g normal hairdressing work on wigs and hairpieces.

#### Suitably Trained Person

A suitably trained person shall mean:

- 1 In respect of:
  - a beauty treatments defined as Standard Treatments **c, d, e** and **f** above, any person 18 years or over who has more than one year's continuous experience of beauty therapy; or
  - b hairdressing defined as Standard Treatments **a, b** and **g** above, any person 18 years or over who has either:
    - i more than 3 years' continuous experience of professional hairdressing; or
    - ii completed 2 years' technical college training in hairdressing.

- 2 In respect of any additional treatment stated in the Schedule, any operator or therapist who is fully trained in such additional treatment and who holds a certificate or registration of competency from the appropriate training body.

## Conditions

The following Conditions apply to this Section.

### 1 Costs Inclusive in USA and Canada

Where indemnity is provided under this Section for liability in respect of Occurrences in the United States of America or Canada or their dependencies or trust territories, the Indemnity Limit stated in the Schedule shall be the maximum amount payable by the Company under this Section inclusive of all costs and expenses.

### 2 Use of Heat

It is a condition precedent to the liability of the Company that the undernoted precautions must be complied with whenever the following equipment is used anywhere other than at the Insured's Premises.

#### a Blow Lamps or Blow Torches

- i A thorough examination is made in and about the area in which the work is to be undertaken prior to the commencement of the work.
- ii The area in which the blow lamps or blow torches is to be used is cleared of loose combustible material. If the combustible material is not capable of being moved, it must be adequately protected against the risk of fire.
- iii Lighted blow lamps or blow torches are continuously attended and extinguished immediately after use.
- iv Blow lamps and blow torches are filled only in the open.
- v A fire extinguisher, as deemed necessary in accordance with the Insured's fire risk assessment or, where such assessment is not required by legislation, a suitable fire extinguisher appropriate for the work being undertaken, is kept available for immediate use within close proximity of the area in which the equipment is to be used.
- vi A thorough examination is made in and about the area in which the work using the equipment has been undertaken, for 60 minutes immediately after each period of work and again for 60 minutes after any termination or cessation of such work.



### b Welding or Flame Cutting Equipment

- i A thorough examination is made in and about the area in which the work is to be undertaken prior to the commencement of the work.
- ii The area in which the welding or flame cutting equipment is to be used is cleared of loose combustible material. If the combustible material is not capable of being moved, it must be adequately protected against the risk of fire.
- iii Other combustible material, including floors in the area in which the welding or flame cutting equipment is to be used, is covered with overlapping sheets of incombustible material.
- iv Lighted welding or flame cutting equipment is continuously attended and extinguished immediately after use.
- v Before applying heat to metal work built into or projecting through walls, partitions, ceilings or floors, examination is made to ensure that the other side of the metal work is not in hazardous proximity to combustible material which may be ignited by direct or conducted heat.
- vi A fire extinguisher, as deemed necessary in accordance with the Insured's fire risk assessment or, where such assessment is not required by legislation, a suitable fire extinguisher appropriate for the work being undertaken, is kept available for immediate use within close proximity of the area in which the equipment is to be used.
- vii A thorough examination is made in and about the area in which the work using the welding or flame cutting equipment has been undertaken, including behind walls, partitions, ceilings or floors, for 60 minutes immediately after each period of work and again for 60 minutes after any termination or cessation of such work for the day.

### c Vessels for Heating of Bitumen or Bituminous Compounds

- i Vessels for heating of bitumen or bituminous compounds are continuously attended and used only in the open whilst heating is taking place.
- ii If used on a roof or within a building such vessels shall be placed on a flat surface of non-combustible material.

### 3 Underground Services

It is a condition precedent to the liability of the Company that the Insured shall:

- i prior to the commencement of any excavation, digging, boring or earth moving work, take or cause to be taken all reasonable measures to identify the location of all underground pipes, cables, mains and other services with their owner or the relevant authority responsible and retain a written record of such measures; and
- ii adopt or cause to be adopted a method of work which minimises the risk of Damage to such underground pipes, cables, mains and other services.

### 4 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 Company retains sole conduct and control of any claim.

### Excesses

This Section does not cover and the Company shall not be liable for the first amount of each and every claim under this Section, in respect of Damage to Property occurring elsewhere than at the Premises, resulting from the following causes:

- A** Damage to Property other than as described in paragraphs B and C below;
  - B** Damage to Property arising out of the application of heat or the heating of bitumen or similar bituminous compounds; or
  - C** Damage to underground pipes or cables,
- shown as Excesses A, B and C respectively in the Schedule.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

### Exclusions

**The Company shall not be liable under this Section in respect of:**

- 1 the cost of replacing or making good faulty, defective or incorrect:
  - a workmanship; or
  - b Products Supplied;
- 2 legal liability arising from:
  - a advice, design, formula or specification, provided by or on behalf of the Insured for a fee or in circumstances where a fee would normally be charged;

- b** breach of professional duty or malpractice of any nature, by the Insured or on the Insured's behalf;
  - c** the sale, supply or administration of drugs, medicines, chemicals or medical supplies or equipment of any kind, by the Insured or on the Insured's behalf other than the sale or supply of proprietary branded and packaged drugs, medicines or medical supplies or equipment;
  - d** any treatment used, practised or performed by the Insured or on the Insured's behalf, other than when performing first aid; or
  - e** any surgical operation or medical procedure performed by the Insured or on the Insured's behalf;
- 3** legal liability for Bodily Injury caused to any Employee arising out of and in the course of such person's employment or engagement, by the Insured in the Business;
- 4** legal liability for Damage to Property belonging to or in the charge of or under the control of the Insured, but this Exclusion shall not apply to property of directors of the Insured, partners of the Insured, Employees or visitors, or to any premises (including contents) which are temporarily occupied by the Insured for the purpose of work in connection with the Business (not being buildings which are owned by or leased, rented or hired to the Insured);
- 5** legal liability caused by or arising from the ownership, possession or use by or on behalf of the Insured of any:
- a** Craft other than hand propelled watercraft; or
  - b** mechanically propelled vehicle (or trailer attached thereto) licensed for road use, other than legal liability caused by or arising from:
    - i** the use of plant as a tool of trade on site or at the Premises;
    - ii** the loading or unloading of such vehicle; or
    - iii** the movement of any such vehicle not the property of the Insured which is interfering with the performance of the Business,
 but this indemnity shall not apply if, in respect of such liability, compulsory insurance or security is required under any legislation governing the use of the vehicle;
- 6** legal liability arising out of Products Supplied other than:
- a** food or drink, sold or supplied for consumption by the Insured's directors, partners, Employees or visitors; or
  - b** the disposal of furniture and office equipment, originally intended solely for use by the Insured in connection with the Business and which is no longer required for that purpose;
- 7** liquidated damages, fines or penalties;
- 8** punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;
- 9** legal liability in respect of Pollution or Contamination, other than that caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during any one Period of Insurance provided that:
- a** all Pollution or Contamination, which arises out of any one original cause, shall be deemed to have occurred at the time such original cause takes place;
  - b** the liability of the Company under this Section for all damages (including interest thereon) payable in respect of all Pollution or Contamination, which is deemed to have occurred during any one Period of Insurance, shall not exceed in the aggregate the Indemnity Limit stated in the Schedule; and
  - c** this Exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories;
- 10** legal liability in respect of Pollution or Contamination, occurring in the United States of America and/or Canada and/or their dependencies or trust territories;
- 11** legal liability arising in connection with any visits to or work on, any offshore rig or platform. A visit to or work on, any offshore rig or platform, shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from such offshore rig or platform;
- 12 a** exposure to;
- b** inhalation of;
  - c** fears of the consequences of exposure to or inhalation of; or
  - d** the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of,  
Asbestos including any product containing Asbestos; or
- 13** Bodily Injury or Damage to Property, caused by or arising from non-negligent liability for which the Insured is required to effect insurance under the terms of Clause 6.5.1 or Clause 21.2.1, of the Joint Contracts Tribunal (JCT) Standard Form of Building Contract or any clause of similar intent in other forms of contract.

# Section 3: Products Liability

The Company will, subject to the Indemnity Limit, indemnify the Insured under this Section against:

- 1 **a** all sums which the Insured shall become legally liable to pay as damages (including interest thereon); and
  - b** claimants' costs and expenses, if the Insured is ordered to pay them or paid with the Company's written consent,
- in respect of the Occurrences;
- 2 all costs and expenses, incurred by the Insured with the Company's written consent in defending any claim under this Section; and
  - 3 the solicitor's fees incurred with the Company's written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any Occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

## Definitions

The definitions which apply to this Section are in addition to the General Definitions.

### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

### Bodily Injury

Bodily injury which shall include death, disease or illness.

### Business

For the purpose of this Section only, the General Definition of Business is extended to include:

- a** the ownership, repair, maintenance and decoration of the Premises;
- b** private work undertaken by any Employee for the Insured or, with the Insured's consent, for any director of the Insured or partner of the Insured or other Employee; and
- c** the provision and management of canteen, sports, social and welfare organisations, for the benefit of Employees and fire, security, first aid, medical and ambulance services.

### Indemnity Limit

The Company's liability under this Section for all damages (including interest thereon) payable in respect of all Occurrences in the aggregate during any one Period of Insurance shall not exceed the Indemnity Limit stated in the Schedule.

## Occurrences

- 1 accidental Bodily Injury to any person; or
  - 2 Damage to Property,
- occurring anywhere in the world during the Period of Insurance and caused by any Products Supplied in or from the United Kingdom, the Channel Islands or the Isle of Man.

## Pollution or Contamination

- a** All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b** all Damage or Bodily Injury, directly or indirectly caused by such pollution or contamination.

## Products Supplied

Any goods (including their containers, packaging, labelling and instructions for use) manufactured, sold, supplied, hired out, repaired, renovated, serviced, altered, erected, installed or treated, by or on behalf of the Insured, in connection with the Business and no longer in the charge or control of the Insured.

## Property

Physical property.

## Extensions

The insurance provided by this Section is extended to include the following:

### A Court Attendance Costs

In the event of any of the undernoted persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section, the Company will pay compensation to the Insured at the following rates per day for each day on which attendance is required:

- |  |       |
|--|-------|
| <b>a</b> any director of the Insured or partner of the Insured | £500  |
| <b>b</b> any Employee  | £250. |

### B Health and Safety at Work etc. Act 1974

The Company will indemnify the Insured and, at the Insured's request, any director of the Insured or partner of the Insured or any Employee, against legal costs and expenses, incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed in the course of the Business during the Period of Insurance.

The Company will also pay prosecution costs for which the Insured is legally liable and any other costs in appealing against any judgment given.

Provided that this indemnity shall not apply:

- i to the payment of any costs or expenses incurred without the Company's written consent; or
- ii to the payment of fines or penalties.

### C Consumer Protection and Food Safety Acts

The Company will indemnify the Insured and, at the Insured's request, any director of the Insured or partner of the Insured or Employee, against legal costs and expenses, incurred with the Company's written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings, brought for a breach of:

- 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 in the course of the Business during the Period of Insurance.

Provided that this indemnity shall not apply to:

- i the payment of fines or penalties;
- ii proceedings or appeals in respect of any deliberate act or omission by the Insured or any director of the Insured or partner of the Insured or Employee; or
- iii costs or expenses, insured by any other policy of insurance.

### D Cross Liabilities

Where the Insured comprises more than one party, the Company will treat each party as the Insured as if a separate Policy had been issued to each provided that nothing in this Extension will increase the liability of the Company beyond the amount for which the Company would have been liable had this Extension not applied.

### E Indemnity to Others

The Insured shall also include:

- a personal representatives of the Insured in the event of the death of the Insured, but only in respect of legal liability incurred by the Insured; and
- b if the Insured so requests:
  - i any director of the Insured or partner of the Insured or Employee, while acting in connection with the Business, provided that the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured; and

- ii any officer or member, of the Insured's canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such.

Provided that such persons shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this Policy, in so far as they can apply.

### F Claims under Data Protection Legislation

The Company will indemnify the Insured against any compensation claim in respect of material or non-material damage where such damage occurs during the Period of Insurance and happens in connection with the Business, provided that the Insured:

- a has complied in all respects with the Insured's obligations under the Data Protection (Charges and Information) Regulations 2018;
- b is not in business as a computer bureau; and
- c was acting as a sole and independent controller in respect of the matter giving rise to the compensation claim.

The Company's liability under this Extension (including all compensation, costs and expenses) shall be limited to a maximum amount of £500,000 in the aggregate and in any one Period of Insurance.

Provided that this indemnity shall not apply to:

- i any material or non-material damage caused by any deliberate act or omission, by the Insured, where such material or non-material damage could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission;
- ii any material or non-material damage caused by any act of fraud or dishonesty;
- iii the costs and expenses of rectifying, rewriting or erasing data (including personal data);
- iv liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person;
- v the payment by the Insured of any regulatory fines or penalties; or
- vi any material or non-material damage caused by:
  - a any deliberate, reckless or negligent act of any Employee; or
  - b any failure by an Employee to act in accordance with the Insured's internal policies, procedures and guidelines.

For the purposes of this Extension:

- i** “GDPR” means:  
The General Data Protection Regulation (EU) 2016/679.
- ii** “compensation claim” means:  
Any sums which the Insured becomes legally liable to pay as compensation to any data subject under and in accordance with Article 82 of the GDPR, or any equivalent legislation in the Channel Islands or the Isle of Man, or any similar or successor legislation, including the Data Protection Act 2018 (as may be amended from time to time).
- iii** “controller” shall have the meaning given to it in Article 4 of the GDPR.
- iv** “material or non-material damage” shall be interpreted in accordance with Article 82 of the GDPR.

#### **G Corporate Manslaughter and Corporate Homicide Act 2007**

The Company will indemnify the Insured against legal costs and expenses, incurred with the Company’s prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man, committed or alleged to be committed in the course of the Business during the Period of Insurance.

Provided that:

- a** the Company’s liability under this Extension shall be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance;
- b** this Extension shall only apply to proceedings brought in the United Kingdom, the Channel Islands or the Isle of Man;
- c** the Company must consent to the appointment of any solicitor or counsel, acting on behalf of the Insured;
- d** the Insured shall immediately notify the Company of receipt of any summons or other process, served upon the Insured, which may give rise to proceedings arising from the cover under this Extension; and
- e** before the Company consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by the Company shall be supplied by the Insured.

It is understood that the Company will have no liability under this Extension:

- i** if the Insured have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;
- ii** for any fines or penalties, of any kind; or
- iii** where the Insured can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide, from any other source or insurance or where but for the existence of this Extension the Insured would have obtained indemnity from any other source or insurance.

#### **H Vendor’s Liability**

If the Insured so requests the Company will indemnify any legal personality (hereinafter referred to as “Vendor”) but only in connection with the sale or distribution of any Products Supplied in the course of the Vendor’s business and only in so far as is necessary to meet the terms of any agreement between the Insured and the Vendor.

Provided that:

- a** this Extension shall not apply to liability caused by or arising from:
  - i** any alteration, treatment or preparation, made by the Vendor to any Products Supplied;
  - ii** labelling, packing or repacking, by the Vendor of any Products Supplied other than repacking into the original packing;
  - iii** any failure by the Vendor to maintain any Products Supplied in a merchantable quality;
  - iv** any advice or express warranty, given by the Vendor other than in accordance with the instructions given by the Insured;
  - v** any distribution or sale, for a purpose unauthorised by the Insured; or
  - vi** the fault or negligence of the Vendor;
- b** the Vendor is not a subsidiary or parent company of the Insured;
- c** the Vendor shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this Policy, in so far as they can apply;
- d** nothing in this Extension will increase the liability of the Company beyond the amount for which the Company would have been liable had this Extension not applied; and
- e** the Vendor is not a person, company or organisation, operating within the United States of America and/or Canada and/or their dependencies or trust territories.

## I Financial Loss

The Company will indemnify the Insured against legal liability for damages and claimants' costs and expenses, in respect of any claim for financial loss first made against the Insured during the Period of Insurance.

Provided that the maximum liability of the Company under this Extension in respect of all claims made against the Insured in the aggregate during any one Period of Insurance, including costs and expenses incurred with the Company's consent in the defence and settlement of any claims, shall not exceed the Limit stated in the Schedule.

For the purposes of this Extension "financial loss" means an accidental pecuniary loss, cost or expense, incurred other than by the Insured or any Employee of the Insured, in connection with Products Supplied in or from the United Kingdom, the Channel Islands or the Isle of Man.

The indemnity provided by this Extension shall not apply to:

- a financial loss resulting from Bodily Injury, loss or destruction or damage to Property, or obstruction, trespass, nuisance or interference with any easement of air, light, water or way;
- b legal liability for payments due under any statutory regulation or bye-law;
- c legal liability caused by or arising from actual or alleged breach of duty, breach of trust, breach of contract or agreement, neglect, misstatement, misleading statement or other act of fraud or dishonesty, done or wrongfully attempted by the Insured or any director or officer of the Insured in their capacity as such;
- d legal liability resulting from libel, slander, deceit, injurious falsehood or infringement of plans, copyright, patent, trade name, trade mark or registered design;
- e legal liability arising from the non-performance, non-completion, or delay in completion of any contract or agreement;
- f the cost of removal, repair, recovery, alteration, replacement, demolition, breaking in or out, dismantling, making good or recall of any Products Supplied;
- g legal liability arising out of any professional act, error, omission or advice;
- h claims arising out of the conscious or intentional disregard by the Insured, or the technical or administrative management of the Insured, of the need to take all reasonable steps to prevent such financial loss;
- i claims which arise out of any circumstances notified to previous insurers or circumstances known to the Insured at the inception of this Extension which may give rise to a claim for financial loss; or
- j legal liability directly or indirectly caused by or arising from virus or similar mechanism or hacking.

For the purposes of this Extension:

- i "virus or similar mechanism" means program code, programming instruction or any 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. The meaning of "virus or similar mechanism includes but is not limited to Trojan horses, worms and logic bombs; and
- ii "hacking" means unauthorised access to any computer or other equipment or component or system or item, which processes, stores, transmits or retrieves data, whether the property of the Insured or not.

## Excess applicable to this Extension

This Extension does not cover and the Company shall not be liable for the amount of the Excess stated in the Schedule being the first part of each and every claim.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

## Special Provision applicable to this Extension

Provided that if during the Period of Insurance, the Insured becomes aware of any circumstances which may be likely to give rise to a claim falling under this Extension and the Insured gives written notice to the Company of such circumstances during the Period of Insurance, any claim which may subsequently be made against the Insured arising out of the circumstances of which notification has been given shall be deemed to be a claim arising during such Period of Insurance, whenever such claim may actually be made.

## J Environmental Statutory Clean Up Costs

The Company will indemnify the Insured in respect of all sums including Regulatory Debts that the Insured is legally liable to pay in respect of Remediation or Clean Up costs arising from Environmental Damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided that:

- a liability arises from Pollution or Contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during any one Period of Insurance, provided that all Pollution or Contamination which

arises out of any one incident shall be deemed to have occurred at the time such incident takes place;

- b** the Company's liability under this Extension shall be limited to a maximum amount, being the Limit stated in the Schedule, in the aggregate and in any one Period of Insurance;
- c** the Company shall not be liable in respect of:
  - i** Remediation or Clean Up costs for Damage to the Insured's land, premises, watercourse or body of water:
    - a** whether owned, leased, hired or tenanted, to or by the Insured; or
    - b** otherwise, in the Insured's care, custody or control;
  - ii** primary, complementary or compensatory remediation costs for Damage to the Insured's land, premises, watercourse or body of water:
    - a** whether owned, leased, hired or tenanted, to or by the Insured; or
    - b** otherwise, in the Insured's care, custody or control;
  - iii** removal of any risk of an adverse effect on human health on the Insured's land, premises, watercourse or body of water:
    - a** whether owned, leased, hired or tenanted, to or by the Insured; or
    - b** otherwise, in the Insured's care, custody or control;
  - iv** costs in achieving an improvement or alteration in the condition of the land, atmosphere or watercourse or body of water, beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences.
  - v** costs for prevention of imminent threat of Environmental Damage where such costs are incurred without there being Pollution or Contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during any one Period of Insurance.
  - vi** costs for the reinstatement or reintroduction of biota (combined flora and fauna) excluding special species and natural habitats; and
- d** liability does not arise from Pollution or Contamination directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking.

For the purposes of this Extension, the following meanings apply:

#### Environmental Damage

Impact on biodiversity being land, air, water, groundwater, drinking water supplies and fish, wildlife, biota (combined flora and fauna) and their habitats, excluding special species and natural habitats.

#### Regulatory Debt

Statutory Clean Up costs for remediation of Insured's own sites and third party sites.

#### Clean Up

- a** Testing for or monitoring of Pollution or Contamination; and
- b** Cleaning up, removing, containing, treating, detoxifying or neutralising, Pollution or Contamination.

#### Remediation

Remedying the effects of Pollution or Contamination.

#### Virus or Similar Mechanism

Program code, programming instruction or any 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. The meaning of Virus or Similar Mechanism includes but is not limited to Trojan horses, worms and logic bombs.

#### Hacking

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

#### Excess applicable to this Extension

This Extension does not cover and the Company shall not be liable for the amount of the Excess stated in the Schedule being the first part of each and every claim.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

#### K Legionellosis

Notwithstanding Exclusion 8 of this Section, the Company will indemnify the Insured against:

- a i** all sums which the Insured shall become legally liable to pay as damages (including interest thereon); and

- ii claimants' costs and expenses, if the Insured is ordered to pay them or paid with the Company's written consent, in respect of any claim for accidental Bodily Injury to any person caused by legionellosis, happening in connection with the Business;
- b all costs and expenses, incurred by the Insured with the Company's written consent in defending any claim under this Extension; and
- c the solicitor's fees incurred with the Company's written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged breach of statutory duty resulting in any Bodily Injury which may be the subject of indemnity under this Extension or at any coroner's inquest or fatal accident inquiry.

Provided that:

- i notwithstanding Claims Condition 2 b iii under this Policy, such claim is first made against the Insured during the Period of Insurance and notified to the Company within 30 days of the expiry of the same Period of Insurance;
- ii all claims arising out of the same isolated, repeated or continuing incidence of legionellosis shall be deemed to be made in the same Period of Insurance when:
  - a the claim was first made in writing to the Insured and notified to the Company; or
  - b the first notification of any circumstances was first made to the Company; and
- iii the total amount payable including all costs and expenses, under this Extension, in respect of all claims made in the aggregate during any one Period of Insurance shall not exceed the Limit stated in the Schedule.

For the purpose of this Extension "legionellosis" shall mean any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

The indemnity provided by this Extension shall not apply:

- i to any claim arising from an occurrence prior to the inception of cover under this Extension; or
- ii for legal liability arising outside the United Kingdom, the Channel Islands or the Isle of Man.

#### Excess applicable to this Extension

This Extension does not cover and the Company shall not be liable for the amount of the Excess stated in the Schedule being the first part of each and every claim.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

#### L Libel or Slander

The Company will indemnify the Insured against legal liability for damages and claimants' costs and expenses, incurred with the Company's written consent, in respect of claims first made against the Insured during the Period of Insurance, for liability in respect of libel or slander, occurring in connection with the Business.

Provided that:

- a the total amount payable under this Extension, in respect of all claims made in the aggregate during any one Period of Insurance, shall not exceed the Limit stated in the Schedule; and
- b the indemnity provided by this Extension shall not apply to any claim arising from an occurrence prior to the inception of cover under this Extension.

#### Excess applicable to this Extension

This Extension does not cover and the Company shall not be liable for the amount of the Excess stated in the Schedule being the first part of each and every claim.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

### Conditions

The following Condition applies to this Section.

#### Costs Inclusive in USA and Canada

Where indemnity is provided under this Section for liability in respect of Occurrences in the United States of America or Canada or their dependencies or trust territories, the Indemnity Limit stated in the Schedule shall be the maximum amount payable by the Company under this Section inclusive of all costs and expenses.



## Exclusions

### The Company shall not be liable under this Section in respect of:

- 1 Damage to or the cost of repair, alteration, replacement, removal or recall of any Products Supplied, which give rise to a claim hereunder or any refund for such Products Supplied;
- 2 legal liability arising from:
  - a advice, design, formula or specification, provided by or on behalf of the Insured for a fee or in circumstances where a fee would normally be charged;
  - b breach of professional duty or malpractice of any nature, by the Insured or on the Insured's behalf;
  - c the sale, supply or administration of drugs, medicines, chemicals or medical supplies or equipment of any kind, by the Insured or on the Insured's behalf other than the sale or supply of proprietary branded and packaged drugs, medicines or medical supplies or equipment;
  - d any treatment used, practised or performed by the Insured or on the Insured's behalf, other than when performing first aid; or
  - e any surgical operation or medical procedure performed by the Insured or on the Insured's behalf;
- 3 legal liability for Bodily Injury caused to any Employee arising out of and in the course of such person's employment or engagement, by the Insured in the Business;
- 4 legal liability caused by or arising from Property in the Insured's charge or control;
- 5 Products Supplied which to the knowledge of the Insured are to be used as a critical part in connection with the flying or navigation of any aircraft, spacecraft, rocket, missile or satellite;
- 6 liquidated damages, fines or penalties;
- 7 punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;
- 8 legal liability in respect of Pollution or Contamination, other than that caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during any one Period of Insurance provided that:
  - a all Pollution or Contamination, which arises out of any one original cause, shall be deemed to have occurred at the time such original cause takes place; and
    - b this Exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories;
- 9 legal liability in respect of Pollution or Contamination, occurring in the United States of America and/or Canada and/or their dependencies or trust territories;
- 10 Products Supplied which, to the knowledge of the Insured are exported to the United States of America and/or Canada and/or their dependencies or trust territories, unless otherwise agreed by the Company;
- 11
  - a exposure to;
  - b inhalation of;
  - c fears of the consequences of exposure to or inhalation of; or
  - d the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of,
 

Asbestos including any product containing Asbestos; or
- 12 legal liability assumed by the Insured under contract or agreement (other than under any condition or warranty of goods, implied by law) unless such liability would have attached in the absence of such contract or agreement, other than as provided for by Extension H (Vendor's Liability), of this Section.

# Important Information

## The Insured's right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent, who arranged the Policy within 14 days of receipt.

The Company will return any premium paid in accordance with General Condition 5 Cancellation.

## Cancellation

If you wish to cancel the contract at any other time, please contact the broker, intermediary or agent, who arranged the Policy. Any return of premium will be made in accordance with General Condition 5 Cancellation.

## How to make a claim

Please contact, in the first instance, the broker, intermediary or agent, who arranged the Policy. Please quote your Policy number.

## How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the Policy, they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address:

Customer Relations Manager,  
NIG  
Churchill Court, Westmoreland Road,  
Bromley BR1 1DP

Email: [complaints@nig-uk.com](mailto:complaints@nig-uk.com).

Please ensure that you quote your policy number in all correspondence.

Details of NIG's complaints procedures including information on what you should expect in response to your complaint can be found on NIG's website at

[www.nig.com/contact-us/complaints](http://www.nig.com/contact-us/complaints)

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service  
Exchange Tower,  
London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**.

Their website also has a great deal of useful information:

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru), or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

## Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk).

**Whoever you are contacting, please always quote your Policy Number as it will help your enquiry or complaint to be dealt with promptly.**

