

Policy Wording *Down to the nitty-gritty*

About this document

The policy wording is the insurer's definitive statement of what is and isn't covered.

It contains general terms and conditions, the specific elements of your cover and the details of who to go to if you want to complain.

Insurers sometimes use quite technical insurance language in their wordings. If you'd like a layman's terms explanation of anything you find, please give us a call.

Professional Indemnity

Professional indemnity insurance is for professional people or businesses that provide a specialist service – design, advice, words, numbers, ideas or other expertise – to paying clients.

It protects you if one of those paying clients (or a third party) alleges you've made a mistake and it's cost them money. And they decide to sue you for their loss.

Public Liability

Public liability insurance covers you, your business and its employees. Especially the clumsy ones.

If there's an accident and someone's injured or their property's damaged (and it's deemed your fault), you could be held liable.

Employers' Liability

If an employee is injured or gets ill at work – and your business is held liable – you'll need more than a sticky plaster to make it right.

Employers' liability insurance covers the legal costs associated with a claim, and pays any compensation awarded to your employees. Even if you have just one member of staff, you're legally required* to have it.

Prefer to talk it through?

No problem.

I'm Jane,

our professional insurance expert.



Got a question? Need a quote? Call me on:

0345 222 5360

Policy (General Terms, Definitions, Exclusions and Conditions)

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Introduction

This Policy is a contract between **you** and **us**, based upon the **statement of fact**. This Policy consists of the General Terms, Definitions, Exclusions and Conditions, the terms of the coverage Sections purchased, the Schedule and Endorsements as well as the **statement of fact**, all of which are understood to be a single document and are to be read as one contract.

Please read the Policy carefully and make sure that it meets **your** needs. You should contact PolicyBee LLP immediately if any corrections are necessary.

Data Protection Act

Any information provided to **us** regarding **you**, any person indemnified or any **person employed** will be processed by **us** in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

Complaints Procedure

Catlin Insurance Company (UK) Ltd. is dedicated to providing a high quality service and **we** want to ensure that **we** maintain this at all times. If **you** feel that **you** have not been offered a first class service or if **you** have any questions or concerns about the Policy, or the handling of a claim **you** should, in the first instance, contact PolicyBee LLP.

If you are unable to resolve the situation and wish to make a complaint you can do so at any time by referring the matter to:

Compliance Officer,
Catlin Insurance Company (UK) Ltd.
20 Gracechurch Street, London EC3V 0BG
Tel No: 020 7743 8487
Email: Catlinukcomplaints@catlin.com

Complaints that cannot be resolved by the Compliance Officer may in certain circumstances be referred to the Financial Ombudsman Service at:

South Quay Plaza, 183 Marsh Wall, London E14 9SR
Tel No: 0800 0234 567
Email: complaint.info@financial-ombudsman.org.uk

From within the United Kingdom:

Telephone Number: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)

Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom:

Telephone Number: +44 (0) 20 7964 1000
Fax: +44 (0) 20 7964 1001

General Terms, Definitions, Exclusions and Conditions

The General Definitions, Exclusions and Conditions apply to all Sections in this Policy unless stated otherwise.

1 General Definitions

Words shown in **bold** type have the same meaning wherever they appear in this Policy unless stated otherwise in any particular Section.

1.1 Aggregate

Means, in the context of any applicable limit of indemnity, that the limit of indemnity is the maximum that **we** shall pay for all such claims made and notified to **us** during the **period of insurance**.

1.2 Business

Means those activities **you** declared to **us** and which are stated in the Schedule.

1.3 Excess

Means the first part of each and every claim or loss payable by **you** before **we** make any payment under this Policy.

The excess in respect of each claim or loss will be the amount stated under the relevant Section in the Schedule.

The limit(s) stated under each Section in the Schedule are in excess of and are not reduced by the amount of any excess.

The excess does not apply to defence costs.

1.4 Offshore

Means from the time of embarkation on to a vessel or aircraft for conveyance to any offshore installation, until disembarkation from a conveyance on to land upon return from any offshore installation.

1.5 Period of insurance

Means the period stated in the Schedule.

1.6 Person employed

Means any:

- (a) person under a contract of service or apprenticeship with **you**;
- (b) labour master and persons supplied by him;
- (c) person employed by labour only sub-contractors;
- (d) self-employed person;

- (e) person hired to or borrowed by **you**; or
- (f) person undertaking study or work experience, voluntary work or a youth training scheme with **you**;

working for **you** and under **your** control in connection with the **business**.

1.7 Pollution

Means any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including, but not limited to, material to be recycled, reconditioned or reclaimed) or contamination of any kind.

1.8 Premises

Means the premises specified as such in the Schedule including any outbuildings, hoardings and annexes **you** occupy on the same premises.

1.9 Statement of fact

Means all and any information supplied to **us** by or on **your** behalf.

1.10 Terrorism

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

1.11 We / us / our

Means Catlin Insurance Company (UK) Ltd.

1.12 You / your

(except for the purpose of construing the meaning and effect of the cover provided by the Directors and Officers Liability Section and the Corporate Liability Section/extension of this Policy, in which case it will have the meaning given in those sections) Means:

- (a) the person, persons or corporate body or other entity named in the Schedule to this Policy; or
- (b) **your** subsidiary companies which have been notified to and accepted by **us** in writing.

What's not covered

2 General Exclusions

Except where specifically included, **we** will not have any liability under this Policy for, or directly or indirectly arising out of, or in any way connected with any of the following:

2.1 Asbestos

manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss in respect of that part of any property insured by this Policy which consists of asbestos;

2.2 Changes in or failure to provide information

any claim against **you** or any person indemnified by this Policy arising from:

- (a) information contained in the **statement of fact** that has been misrepresented or which was required by **us** prior to the beginning of the **period of insurance** but which was not disclosed; or
- (b) a material change in circumstances from the information contained in the **statement of fact** or in relation to the information required by **us** prior to the beginning of the **period of insurance** but which was not disclosed unless such change has been agreed in writing by **us**;

2.3 Known claims or circumstances

claims or circumstances known to **you** or any person indemnified by this Policy or which **you** or such person indemnified ought to have known prior to the beginning of the **period of insurance**;

2.4 Other insurance

any claim or loss in respect of which **you** are entitled to be indemnified under the terms of any other policy of insurance except for any amount in excess of that which would be payable under that other policy of insurance if this policy had not been taken out;

2.5 Punitive damages

award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever;

2.6 Radioactive contamination

- (a) ionising radiation 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;

2.7 Terrorism

act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

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

2.8 War

war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

What we both agree to

3 General Conditions

Except where expressly overridden, the following conditions apply to the whole of this Policy. Any changes, additions or deletions to these conditions are shown in the relevant Section to which they apply.

3.1 Arbitration

If there is a disagreement about the way **we** handle a claim or loss that is not resolved through **our** internal complaints procedure, **you** and **we** can choose a suitably qualified person to arbitrate whose decision will be binding on both **you** and **us**.

If **we** have decided to take control of the investigation, settlement or defence of any claim against **you** (pursuant to the General Condition 3.4 Defence and settlement of claims) then the appointment of an arbitrator shall not prevent **us** from continuing to exercise such control.

You and **we** must both agree to the choice of this person to arbitrate.

Failing this **we** will ask the president of a national association relevant to the arbitration to choose a suitably qualified person.

All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.

3.2 Cancellation

Subject always to any lesser period of notice permitted in respect of non-payment of premium, **we** or **you** may cancel this Policy by giving 30 days' notice in writing. Unless a claim or circumstance has been notified during the **period of insurance** **you** will be entitled to the return of a proportionate part of the premium in respect of the unexpired **period of insurance**.

If **we** have agreed to collect the premium by Direct Debit instalments and **we** have not received an instalment within 15 days after the due date, then **we** shall have the right to cancel this Policy with immediate effect. In such circumstances the **period of insurance** will equate to the period for which the premium instalments have been received by **us**.

We will confirm the cancellation and amended **period of insurance** in writing.

3.3 Change of information

The **statement of fact** provided by **you** or on **your** behalf is the basis of this Policy. **You** must tell **us** as soon as reasonably practicable of any change in that information during the **period of insurance**. **We** may then change the terms and conditions of this Policy. **We** shall not be liable for any claim or loss arising from such altered information until **we** have agreed to such change in writing.

3.4 Defence and settlement of claims

We have the right, but not the obligation, to take control of any claim against **you** and to conduct the investigation, settlement or defence in **your** name, even if any of the allegations of the claim are groundless, false or fraudulent.

After taking into account the commercial considerations of the costs of defence **we** may choose to settle a claim instead of defending it if **we** do not think there is a reasonable prospect of success.

If **you** refuse to agree to any settlement or compromise recommended by **us** which is acceptable to the claimant and **you** elect to contest the claim, the most **we** will pay will not exceed the amount for which the claim could have been settled, less the **excess**, plus the defence costs incurred up to the time of such refusal, or the applicable limit of indemnity, whichever is less, and **we** will have the right to withdraw from the further defence of the claim by tendering control of the defence to **you**.

3.5 Duty to co-operate

Following notification under the Notification of a claim condition in the relevant Section, **you** must provide **us**, at **your** expense, with any information which **we** may reasonably require and **you** must cooperate fully in the investigation defence or settlement of any claim or loss under this Policy.

3.6 Fraudulent claims

If a claim under this Policy is made fraudulently by **you**, as to amounts or otherwise, **we** may refuse to make payment to **you** or on **your** behalf in respect of the claim. In such circumstances, **we** may also cancel this Policy immediately.

However, the making of a fraudulent claim will not remove **our** obligations with regard to claims made under this Policy notified to **us** before the making of the aforementioned fraudulent claim unless, after review of any prior claims, **we** establish that one or more of such prior claims had been made fraudulently.

3.7 Governing Law

This Policy shall be governed by and construed in accordance with the laws of England and Wales.

3.8 Interpretation

Unless the context otherwise requires:

- (a) headings are descriptive only, not an aid to interpretation;
- (b) all reference to specific legislation shall include amendments to and re-enactments of such legislation;

- (c) if any terms, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect.

3.9 Misrepresentation and non-disclosure – non-avoidance

This insurance is provided on the basis of the information contained in the **statement of fact** which was provided by **you** or on **your** behalf before **we** agreed to insure **you**. **We** will not:

- (a) seek to avoid or repudiate this Policy for non-disclosure or misrepresentation unless the non-disclosure or misrepresentation was intentional;
- (b) seek damages for or seek to reject a claim on the grounds of non-disclosure or misrepresentation or on the grounds of a breach of any warranty given in the course of negotiating this Policy save where such non-disclosure, misrepresentation or breach was intentional.

If **we** have grounds to believe that **you** may have failed to disclose or have misrepresented a material fact or that a warranty has been breached **you** must establish to **our** satisfaction that such alleged non-disclosure, misrepresentation, breach or untrue statement was not deliberate or made with any intention to deceive.

3.10 No admission of liability

You shall not, without our prior approval, admit liability for, compromise, settle or make any offer or payment in respect of any claim or any circumstance likely to give rise to a claim where cover has been or will be requested under this Policy.

3.11 Precautions and care

It is a condition precedent to **our** liability that **you** shall:

- (a) take all reasonable precautions to prevent or minimise accidents or injury;
- (b) take all reasonable precautions for the safety of or to prevent or minimise loss in respect of property insured;
- (c) exercise due care in the selection and supervision of **persons employed**;
- (d) use **your** best endeavours to observe and comply with statutory or local authority obligations, regulations, laws or bye-laws.

3.12 Premium payment

Unless **we** have agreed that the premium can be paid via Direct Debit instalments, the premium must be paid in full to **us** within 30 days of the beginning of the **period of insurance**. If **we** have not received the premium by the due date then **we** will have the right to cancel this Policy by giving 15 days written notice. In the event of cancellation, the premium due to **us** will be on a pro-rata basis for the **period of insurance we** have been on risk.

3.13 Queen's counsel

You will not be required to contest any legal proceedings unless a Queens Counsel (or by mutual agreement between **you** and **us** a similar authority) shall advise that such proceedings could be contested with the probability of success.

3.14 Recoveries

Any amount recovered in excess of **our** total payment of a claim (inclusive of defence costs) shall be reimbursed to **you** less the cost to **us** of such recovery.

3.15 Rights of third parties

You and **we** are the only parties to this Policy. No other person has any 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 they may have other than by that Act.

3.16 Subrogation

You must give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this Policy, in **your** name but at **our** expense.

Policy (Professional Indemnity for Marketing and Media)

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Professional Indemnity for Marketing and Media

This is a “claims made” insurance which means that it covers only claims or losses made and notified to **us** during the **period of insurance**.

This Section is subject to the General Terms, Definitions, Exclusions and Conditions except where expressly overridden.

1 Definitions (applicable to this Section only)

1.1 Claim

Means any demand made of, or assertion of a right against, **you** which is communicated to **us**.

1.2 Computer system

Means:

- (a) any computer, data processing equipment media or part thereof, or system of data storage and retrieval, or communications system, network, protocol or part thereof, or storage device, microchip, integrated circuit, real time clock system or similar device or any computer software (including but not limited to application software, operating systems, runtime environments or compilers) firmware or microcode; and/or
- (b) any electronic documents utilised in the ownership, security and management of **your** electronic communication system.

1.3 Computer virus

Means any unauthorised executable code that replicates itself through a **computer system** with the intention of corrupting, manipulating or erasing computer records or damaging computer hardware whether termed a virus, logic bomb, worm, Trojan horse or known by any other name.

1.4 Data protection regulations

Means any privacy laws, statutes and regulations associated with the control and use of personal data, including but not limited to the Data Protection Act 1998, the Regulation of Investigatory Powers Act 2000 and the Privacy and Electronics Communications (EC Directives) Regulations 2003.

1.5 Defence costs

Means costs and expenses incurred by **you** or on **your** behalf with **our** prior agreement to investigate, settle or defend a **claim** or potential **claim** against **you**.

This does not include **your** own costs and expenses or any value attributable to the time spent by **you** in dealing with a **claim** or potential **claim**.

1.6 Documents or data

Means all and any records in connection with the **business** kept by or on **your** behalf, whether kept in paper, magnetic or electronic form, for which **you** are legally responsible. Documents or data do not include stamps, currency, bank notes and instruments, traveller’s cheques, cheques, postal orders, money orders, securities and the like.

1.7 Retroactive date

Means the date (if any) specified in the Schedule.

What's covered

2 Operative Clauses

2.1 Civil liability

We will pay on **your** behalf any sums **you** have to pay as compensation (including interest and claimant's costs) if the performance by **you** or by any **person employed**, or by any other person, firm or company directly appointed by and acting for or on **your** behalf in connection with **your business**, results in a **claim** being first made against **you** during the **period of insurance** for any actual or alleged:

- (a) negligence or breach of any duty to use reasonable skill and care where **you** have assumed liability for such breach in a written contract;
- (b) negligence or breach of an express or implied contractual duty to use reasonable skill and care;
- (c) negligent misstatement or negligent misrepresentation;
- (d) any product disparagement or breach of any comparative advertising regulations by **you**, or by any employee, or by any other person, firm or company directly appointed by **you** and acting on **your** behalf;
- (e) libel or slander;
- (f) any dishonest or fraudulent act or omission on the part of any **person employed** or by any other person, firm or company directly appointed by and acting for or on **your** behalf;
- (g) breach of confidentiality or of any right to privacy or of **data protection regulations**;
- (h) infringement of intellectual property rights including copyright, design right, trademark or moral rights or any act of passing-off, or any misuse of formats, characters, trade names, character names, titles, plots, musical compositions, voices, slogans, graphic material, or artwork;
- (i) breach of a license you have acquired to use a third party's trademark and/or copyrighted material, but only to the extent **your** use inadvertently exceeds express limitations in the license regarding the territory, duration, or media in which the material may be used and only if such breach is asserted in conjunction with and based on the same factual allegations as a **claim** for infringement of intellectual property rights in (h) above;
- (j) negligent transmission of a **computer virus**;
- (k) any other civil liability unless relating to:
 - (i) liability for breach of contract or dishonesty beyond that specifically set out above;
 - (ii) any exclusions under this Section or the General Exclusions of this Policy;

We will also pay **defence costs** until the limit of indemnity applicable to this Section has been exhausted.

2.2 Court attendance costs

In the event that **we** require **you** or any **person employed** to attend any court or other judicial tribunal in connection with any **claim** covered under this Section **we** shall pay **you** the following amounts of compensation:

£500 per day for any partner, member, director or senior manager of **your business**;

£250 per day for any other **person employed**.

2.3 Loss of documents

We will compensate **you** for the reasonable and necessary costs of repair, replacement or reconstitution of any **documents or data** which have been unintentionally destroyed, damaged, lost or mislaid during the **period of insurance** and which after diligent search cannot be found. The limit of indemnity shall be as stated in the Schedule but will be limited in the **aggregate**.

2.4 Losses from dishonesty

If, during the **period of insurance** and in the performance of **your business** within the geographical limits stated in the Schedule, **you** suffer a loss from the dishonesty of a **person employed**, a subcontractor or outsourcer, where there was a clear intention to cause **you** loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission, **we** will compensate **you** for **your** direct financial loss. The limit of indemnity shall be as stated in the Schedule but will be limited in the **aggregate**.

2.5 Mitigation costs

Following **our** prior written consent, **we** will pay all reasonable costs and expenses incurred by **you**, during the **period of insurance**, in respect of any action taken solely to mitigate a financial loss or potential financial loss that would otherwise become the subject of a **claim** which, in **our** sole opinion, would exceed such costs and expenses.

If **our** prior written consent cannot be reasonably obtained before such costs and expenses are incurred, **we** will give retrospective approval provided that **our** approval is obtained within 10 working days of such costs and expenses being incurred, and **you** can demonstrate that such costs and expenses were less than the amount of a potential **claim**, and that **your** client has received the same level of quality and service they were originally entitled to receive.

2.6 Outside authority

We will indemnify **you** in respect of any **claim** first notified during the **period of insurance** relating to any amount **you** are legally committed to pay for media space or print time, where **your** client has refused to pay alleging that **you** have acted outside the authority given by them, provided that the amount cannot legally be recovered by the client, that **you** have taken all reasonable steps to mitigate the loss, and that **you** made the commitment in good faith, in the belief that they were within the authority given to **you** by **your** client.

3 Extensions

3.1 Discovery run off

If this Section of the Policy is not renewed or is cancelled by **you**, **you** shall have the right to purchase a discovery run off period of 12 months immediately following the **period of insurance** so that for the purposes of the Operative Clauses, any **claim** made in the discovery run off period shall be deemed to have been first made during the **period of insurance**.

This discovery run off period is only available if:

- (a) this Section of the Policy is not replaced or succeeded by any other policy cover broadly equivalent to this Section in scope; or
- (b) **you** have not merged or consolidated into another entity nor has any person or entity acquired 50% or more of **your** issued share capital or taken effective control of **you** (other than by way of a management buy-out); or
- (c) there has not been an insolvency practitioner (or equivalent) appointed as **your** liquidator, administrator or receiver (or equivalent);

The discovery run off period shall additionally be subject to the following conditions and exclusions:

- i. cover shall apply only in relation to a **claim** arising from an act, error or omission occurring prior to the expiry of the **period of insurance**; and
- ii. there is no cover for any **claim** arising from any act, error or omission occurring after the expiry of the **period of insurance**; and
- iii. the limit of indemnity for any **claim** made during the discovery period shall be as stated in the Schedule but will be limited in the **aggregate** and be inclusive of **defence costs**; and
- iv. there will be no cover unless:
 - a) If purchased following non-renewal, an additional premium of 10% of the annual premium shown in the Schedule, or £50, whichever the greater, is paid to **us** within 30 days of the expiry of the **period of insurance**; or
 - b) If purchased following cancellation by **you**, an additional premium of 50% of the annual premium shown in the Schedule, or £100, whichever the greater, as well as any arrears due, is paid to **us** within 30 days of the expiry of the **period of insurance**; and
- v. the premium for the discovery run off period is non-refundable; and
- vi. cover shall automatically lapse upon the appointment of an insolvency practitioner (or equivalent) as a liquidator, administrator or receiver.

3.2 Indemnity to customers

We will pay, on behalf of any of **your** customers, any sums which they become liable to pay as a result of a **claim** made against the customer by any person or entity other than **you** which results directly from a negligent act, negligent error, negligent omission or negligent breach of duty by or on **your** behalf in the conduct of the **business**.

3.3 Legal representation costs

We will pay **you** reasonable costs and expenses incurred by **you** or any **person employed** for representation at properly constituted hearings, tribunals or proceedings provided that:

- (a) they arise directly out of a **claim** which is, or in **our** opinion is likely to be, covered under the Operative Clauses in this Section; and
- (b) the costs and expenses are not covered under **defence costs**; and
- (c) **we** have given **our** prior written consent to such costs and expenses.

3.4 Payment of outstanding fees

We will reimburse **you** in respect of fees and expenses invoiced to customers for professional services rendered in the course of the **business** but which **your** customers have refused to pay on the grounds of actual, imminent or alleged loss of the customer resulting from the negligent provision of such services.

Reimbursement will be made provided **you** have shown that **you** have taken reasonable steps to recover the relevant fees and expenses and that the taking of further steps would trigger the customer into making a **claim** against **you** of a kind that would be covered under this Section and that refraining from pursuing payment would reduce the likelihood of such a **claim** being made.

If a **claim** is still brought, **we** will deal with it but **our** total liability, including what **we** have already paid **you** or on **your** behalf, will not exceed the applicable limit of indemnity shown in the Schedule. **You** must return the amount **we** have paid if **you** eventually recover the debt less **your** reasonable expenses.

Once **we** agree to make this payment **you** will assign to **us** such rights as **you** have in relation to the amounts owed to **you**.

We will not make any payment for any part of a **claim** not covered by this Section.

3.5 Subcontractors

We will pay any **claim** covered under the Operative Clauses which is brought against **you** as a result of any subcontractor undertaking **business** activities on **your** behalf.

What's not covered

4 Exclusions

We will not have any liability under this Section of the Policy for, or directly or indirectly arising out of, or in any way connected with, any of the following:

4.1 Advertising and/or products harmful to health

any advertising material that adversely affects the health or lifestyle of another or any product that contains alcohol, tobacco or nicotine or any pharmaceutical product or any component that becomes defective or dangerous or harmful to the health of another in any way;

4.2 Computer systems back-ups

your failure to take reasonable steps to make back-up copies of any data, file or program at reasonably frequent intervals;

4.3 Computer virus

any **computer virus** created or intentionally modified by **you** or by any **person employed** or by any other person, firm or company directly appointed by and acting for or on **your** behalf;

4.4 Construction and/or erection work

any construction or erection work unless:

- a) The work has been sub-contracted to a specialist; and
- b) such sub-contractor has obtained and maintains adequate professional indemnity insurance with a reputable insurer; and
- c) the sub-contractor has provided written evidence that **you** will be indemnified against any liabilities **you** incur as a result of the sub-contractors conduct;

4.5 Contractual liability

- (a) a breach of any written contractual duty or duty of care owed by **you** to any third party which imposes a greater obligation upon **you** than would otherwise be implied by common law or statute.
- (b) any contract where before entering into or extending a contract, **you** failed to take reasonable steps to ensure that **you** could fulfil all of **your** obligations in accordance with the terms of the contract or any representations made by or on **your** behalf;

4.6 Death and bodily injury

any bodily injury, sickness, disease, emotional distress (except emotional distress arising from any libel or slander), mental anguish, mental stress or death of any person unless it is alleged to arise from a breach of duty by **you**, or by any **person employed** or by any other person, firm or company directly appointed by and acting for or on **your** behalf, in the conduct of **your business**;

4.7 Deliberate acts

- (a) any deliberate or reckless breach, act, omission or infringement committed by **you** or by any **person employed**, or by anyone else and which **you** condoned or ignored; or
- (b) any statement **you** knew, or ought reasonably to have known, was not true or accurate at the time of publication;

4.8 Design

arising from any liability for any product design, industrial design, architectural design, or architectural services;

4.9 Director and officer

any liability **you** may have in the capacity of a director, officer and/or trustee;

4.10 Fines and penalties

any regulatory or disciplinary investigations or proceedings or any fines, penalties or penal, punitive, exemplary, liquidated, restitutionary, non-compensatory or aggravated damages, or the additional award of damages consequent upon or by reason of any multiplication of compensatory damages, except with regard to libel or slander;

4.11 Game competition, lottery, contest or promotion

any liability arising from the outcome or operation of any game, competition, lottery, contest or promotion;

4.12 Goods manufactured and supplied

your supply, manufacture, sale, installation or maintenance of any product;

4.13 Insolvency

your insolvency or bankruptcy;

4.14 Internet service

any failure or loss of service provided by an internet service provider, telecommunications provider or other utility provider unless these services are provided by **you** as part of the **business**;

4.15 Joint venture

your participation in a joint venture unless the **claim** emanates from a wholly independent third party;

4.16 Jurisdiction and geographical limits

any:

- (a) legal proceedings brought in a court of law outside the covered jurisdictions stated in the Schedule or brought in a court of law within the stated jurisdiction in respect of which it is alleged that the applicable law is that of a country, or to enforce a judgement or order made in any court of law outside covered jurisdictions; or
- (b) **business** undertaken outside the geographical limits shown in the Schedule;

4.17 Land and vehicles

the ownership, possession or use of any aircraft, watercraft, hovercraft, motor vehicle, trailer, or other means of transport, or any buildings, structures, premises or land or any property (mobile or immobile);

4.18 Market fluctuation

any depreciation or loss of investment when such depreciation or loss arises from fluctuations in any financial stock or commodity or other markets and any express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments or in connection with any investment advice given or services performed which have not been authorised where such authorisation is required under any statutory regulation by an appropriate statutory authority;

4.19 Mimicry

any liability from any literature or advertising or promotional material that uses mimicry;

4.20 Negatives, film, prints and electrical media

any damage to or destruction or loss of any negative, exposed or unexposed film, print, library stock or magnetic or electronic media unless they have been duplicated where such duplicate can be used to restore them to their original state;

4.21 Patent

the actual or alleged infringement of any patent;

4.22 Pension funds and investments

your:

- (a) (i) operation or administration of any pension or employee benefit scheme or trust fund; or
- (ii) sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them;

or

- (b) breach of any legislation or regulation related to these activities;

4.23 Pollution

any **pollution**;

4.24 Products

alleging, or arising from any product liability, safety or health-related liability, or any other liability arising out of the sale, manufacture, use or consumption of any product;

4.25 Property damage

the loss, damage or destruction of any tangible property.

This exclusion will not apply:

- (a) to Operative Clause 2.2 – Civil liability;
- (b) to Operative Clause 2.3 – Loss of documents;

- (c) if the loss, damage or destruction is alleged to arise from a breach of duty by **you**, or by any **person employed** or by any other person, firm or company directly appointed by and acting for or on **your** behalf, in the conduct of **your business**;

4.26 Recall costs

costs and expenses involved in the refund for or replacement of, any service unless and to the extent that **you** satisfy **us** that **you** are legally able to recover the costs and expenses (or any part of them) under a written contract with a third party;

4.27 Related companies

any **claims** brought by or on **your** behalf or by any parent or subsidiary company of **yours** or any person having a financial, executive or controlling interest in **you**, unless that interest is less than 5%, or by or on behalf of any entity controlled or managed by **you** or where **you** have greater than a 5% financial interest or where **you** have accepted a financial interest, irrespective of the amount, in any entity in exchange for fees incurred;

4.28 Restricted recovery rights

that part of any **claim** where **your** right of recovery against a third party is restricted by the terms of any written contract entered into by **you**;

4.29 Retroactive date

any **claim** arising from an act or omission occurring prior to the **retroactive date** specified in the Schedule;

4.30 Stunts

any stunt or other similar activity in connection with the making or production of any literature or advertising or promotional material;

4.31 Taxation, competition, restraint of trade and anti-trust

your liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation;

4.32 Trading losses

any trading losses or liabilities incurred by **you** or by any **business** in which **you** have any interest or which is managed by **you**;

4.33 Warranties and guarantees

any performance warranty, guarantee, penalty clause, liquidated damages clause or similar provision unless **your** liability would have existed to the same extent in the absence of such warranty, guarantee or clause or similar provision.

What we both agree to

5 Conditions

5.1 Limit of indemnity

- (a) The most **we** will pay for loss resulting from each **claim** is the limit of indemnity. **We** will pay **defence costs** in addition to the loss, but the most **we** will pay for **defence costs** is an amount equal to the limit of indemnity.
- (b) All **claims** from the same act, error or omission or series of acts, errors or omissions, as a result of or arising directly or indirectly from the same source or originating cause, will be regarded as one **claim**.
- (c) If **we** cover more than one person, firm, company or organisation, **our** liability to all, as a result of any one **claim**, will not be more than the limit of indemnity.
- (d) **We** may at any time pay to **you** the limit of indemnity. If **we** do so **we** will then have no further liability for that **claim** or **defence costs** except those already incurred at the date of payment of the limit of indemnity.

If **we** exercise the above option and the amount to dispose of any **claim** or series of **claims** exceeds the limit of indemnity and such excess amount is insured either in whole or in part, with **defence costs** payable in addition to the limit of indemnity, then **we** will also contribute **our** proportion of subsequent **defence costs** incurred with **our** prior written consent (which shall not be unreasonably withheld) as the limit of indemnity bears to the amount paid to dispose of a **claim**.

- (e) If a loss is covered under more than one Section of this Policy, the maximum amount payable under this Policy will not exceed the largest single applicable limit of indemnity of such operative cover as shown in the Schedule.
- (f) A loss resulting from a single act or any number of acts in which the same **person employed** or third party is concerned or implicated, whether such act or acts occurred before or during the **period of insurance**, will be treated as a single loss.
- (g) **You** must pay the relevant **excess** shown in the Schedule.

5.2 Notification of a claim

Any **claim** or circumstance which is or are likely to give rise to a **claim** under this Section of the Policy or the receipt by **you** of any **claim** form, particulars of any **claim**, arbitration notice or any other formal document commencing legal proceedings must be notified as soon as practicable after they come to **your** attention.

We will not make any payment under this Policy unless **you** notify **us** in writing at Angel Underwriting, Little Tey Road, Feering, Colchester, Essex CO5 9RS.

Notification must be made during the **period of insurance** or within 30 days of the end of the **period of insurance** and should include copies of all relevant documents.

5.3 Notification of dishonesty and/or a fraud claim

In addition to notifying **us** in accordance with Notification of a claim (Condition 5.2 above), in respect of any **claim** arising out of any dishonest or fraudulent act or omission:

- (a) **you** must immediately take all reasonable steps to prevent further loss;
- (b) if **we** so request **you** will take all reasonable steps to effect recovery from the person committing or condoning or knowingly participating in such fraudulent or dishonest act or omission or from the personal representatives of such person;
- (c) any money recovered following action as described in (b) above will be deducted from any amount payable under this insurance.

5.4 Partially covered claims

We will defend **you** against any **claim** or part of a **claim** brought against **you**, including those **claims** which are only partially covered by this Section.

Upon final settlement of the **claim we** will deduct any amounts relating to those parts of the **claim** which are not covered by this Section. When calculating the amounts to be repaid to **us we** will ask **you** to agree the fairest allocation of costs, however in the failure of agreement **our** Arbitration (General Condition 3.1) will apply.

Policy (Public and Products Liability)

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Public and Products Liability

This Section is subject to the General Terms, Definitions, Exclusions and Conditions except where expressly overridden.

1 Definitions (applicable to this Section only)

1.1 Advertisement

Means a notice which is broadcast or published to the general public or specific market segments about **your** products or services for the purpose of attracting customers or supporters.

1.2 Advertising claim

Means a claim made against **you** in relation to any **advertisement** of **yours** and which:

- (a) is libellous, slanderous or disparages goods, products or services;
- (b) constitutes infringement of copyright, design right, trademark or slogan or passing off;
- (c) violates an individual's right of privacy.

In the event of a series of claims arising from the repeated broadcast or publication of a single **advertisement**:

- (a) all such claims shall be treated as being a single claim and has having been made on the date upon which the **advertisement** was first broadcast or published;
- (b) **we** will not pay damages or **defence costs** in respect of any **advertisement** first broadcast or published prior to the **period of insurance**;
- (c) no cover will be provided in respect of any claims arising from any **advertisement** broadcast or published after the expiry of the **period of insurance**.

1.3 Business

In addition to the General Definition, **business** includes:

- (a) the ownership, repair and maintenance of property used exclusively for the purposes of **your business**;
- (b) provision and management of canteen, social, sports, medical and welfare organisations and fire fighting and security services principally for the benefit of any **person employed** and for the protection and promotion of **your** business as stated in the Schedule;
- (c) private work undertaken by any **person employed** for any of **your** directors or partners with **your** prior consent.

1.4 Damage

Means loss of possession of or physical damage to tangible property including resulting loss of use of such property.

1.5 Defence costs

Means costs and expenses incurred by **you** or on **your** behalf with **our** prior agreement to investigate, settle or defend a claim or potential claim against **you**.

This does not include **your** own costs and expenses or any value attributable to the time spent by **you** in dealing with a claim or potential claim.

1.6 Injury

Means:

- (a) death, bodily injury, illness or disease of, or to a person;
- (b) mental injury or anguish or nervous shock sustained by any person as a result of actual or threat of bodily injury, illness or disease;
- (c) trespass, nuisance, invasion of the right of privacy or interference with any right of way, air, light, water or other easement;
- (d) wrongful arrest, wrong detention, false imprisonment or malicious prosecution, wrongful entry into, or eviction of a person from, a room, dwelling or **premises** that they occupy.

1.7 Product

means any tangible property after it has left **your** custody or control which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied distributed, treated, serviced, altered or repaired by or on **your** behalf.

1.8 You / your

In addition to the General Definition, also includes any person who was, is or during the **period of insurance** becomes a partner, member, director or senior manager in **your** company.

What's covered

2 Operative Clauses

2.1 Claims against you

We will pay on **your** behalf any sums **you** have to pay as compensation (including interest and claimant's costs) as a result of a claim brought against **you** in the covered jurisdictions stated in the Schedule resulting from **your business** arising out of accidental:

- (a) **injury** occurring during the **period of insurance**;
- (b) **damage** occurring during the **period of insurance**;
- (c) **advertising claim** offences committed during the **period of insurance**.

We will also pay **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of

indemnity bears to the amount of damages (inclusive of interest, claimant's costs, fees and expenses) paid.

2.2 Court attendance costs

In the event that **we** require **you** or any **person employed** to attend any court or other judicial tribunal in relation to a claim covered under this Section of the Policy **we** shall pay **you** the following amounts of compensation:

£500 per day for any partner, member, director or senior manager of **your** operations;

£250 per day for any other **person employed**.

2.3 Criminal proceedings

We will pay on **your** behalf, or at **your** request on behalf of any **person employed** or any of **your** directors, members or partners, the legal costs and expenses incurred with **our** prior written consent in the defence of any criminal proceedings first brought during the **period of insurance** for a breach of:

- (a) Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990; or
- (b) Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;

committed in the course of the **business** including legal costs and expenses incurred with **our** prior written consent in an appeal against conviction arising from such proceedings.

2.4 Data Protection Act

If **you** are registered or are in the process of registration under Data Protection legislation (and the application has not been refused or withdrawn) **we** will pay on **your** behalf any sums **you** have to pay as compensation (including interest and claimant's costs) for damage or distress caused by a breach of any Data Protection legislation occurring during the **period of insurance** in the course of the **business** unless **your business** involves the obtaining, recording or provision of personal information for reward or to assess the financial status of any person.

2.5 Housing grants, construction and regeneration act 1996

We will indemnify **you**, or at **your** request any party entitled to indemnity under this Policy in respect of liability which **you** may incur for claimant's costs and expenses as a result of any decision by an adjudicator appointed to resolve a dispute in accordance with the Scheme of Construction Contracts as contained in the Housing Grants Construction and Regeneration Act 1996 or an adjudication clause or rules contained in a contract.

2.6 Manslaughter defence costs

We will pay on **your** behalf legal costs and expenses incurred with **our** prior written consent:

- (a) in defending a charge of manslaughter (including a charge of corporate manslaughter or corporate homicide brought under the Corporate Manslaughter and Corporate Homicide Act 2007) where the death in connection with which such charge arises is likely to result in a claim under this Section of the Policy;
- (b) in appealing against conviction on such charge and/or the imposition of a remedial or publicity order under the Corporate Manslaughter and Corporate Homicide Act 2007 in connection with

such charge provided that in the opinion of a Queen's Counsel or similar legal authority (to be mutually agreed upon by **you** and **us**) such appeal could be made with the probability of success.

2.7 Overseas personal liability

We will indemnify **you**, and if **you** so request, any of **your** directors, partners or any **person employed** or their spouse or children against legal liability as a result of **injury** or **damage** incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man subject to the geographical limits shown in the Schedule other than:

- (a) where indemnity arises out of the ownership or occupation of land or buildings;
- (b) where indemnity is not provided by any other insurance.

2.8 Pollution

Provided **you** have taken all reasonable precautions to prevent **pollution** giving rise to any **advertising claim, injury** or **damage** during the **period of insurance**, **we** will pay on **your** behalf any sums **you** have to pay as compensation (including interest and claimant's costs) as a result of a sudden, identifiable, unintended and unexpected **pollution** event occurring in its entirety at a specific time and place.

3 Extensions

3.1 Indemnity to others

We will pay any sums payable as compensation (including interest and claimant's costs) as a result of a claim brought by a third party against any of the following:

- (a) any officer committee or member of **your** canteen, sports, social or welfare organisations, fire security, first aid medical or ambulance services in their respective capacities as such;
- (b) any director or senior official of **your** organisation in respect of private work undertaken by any **person employed** for such director or senior official;
- (c) in the event of the death of any person entitled to indemnity under this Section **we** will pay on behalf of the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;
- (d) any person or firm for legal liabilities to any third party arising out of the performance of a contract with **you** constituting the provision of labour only;
- (e) any director or senior official of **your** organisation or **person employed**;

on condition that the claim, if it had been brought against **you**, would have been covered by this Section of the Policy and further provided that:

- (i) all such persons or parties shall observe, fulfil and be subject to the terms of this Section as though they were **you**; and
- (ii) **we** shall retain the sole conduct and control of claims.

3.2 Indemnity to customers

To the extent that any written contract or agreement entered into by **you** with any customer of **yours** so requires, **we** will, at **your** request:

- (a) indemnify **you** against liability **you** assume;
- (b) indemnify the customer in a like manner to **you** in respect of the liability of the customer;

arising out of **your** performance of such contract or agreement on condition that the claim, if it had been brought against **you**, would have been covered by this Section of the Policy and further provided that:

- (i) any such customer shall observe, fulfil and be subject to the Conditions of this Section as though they were **you**; and
- (ii) **we** shall retain the sole conduct and control of claims.

For the purposes of this extension the term customer includes any partner, co-venturer, subsidiary or affiliated or parent company to the customer but only to the extent that the contract between the customer and **you** requires these additional parties to be indemnified in like manner to **you**.

3.3 Legal representation costs

We will pay the reasonable costs and expenses incurred by **you** or any **person employed** for representation at properly constituted hearings, tribunals or proceedings provided that:

- (a) they arise directly out of a claim which is or in **our** opinion likely to be covered under the Operative Clauses in this Section; and
- (b) they are not covered under **defence costs**; and
- (c) **we** have given **our** prior written consent to such costs and expenses.

3.4 Motor contingent liability

Exclusion 4.10 Motor vehicles will not apply in respect of **your** legal liability arising from the use, in connection with the **business**, of any motor vehicle not **your** property or provided to **you**.

However this extension will not apply in respect of liability arising while such vehicle is being:

- (a) driven by **you** or any **person employed**;
- (b) driven with **your** consent by any other person who, to **your** knowledge, did not hold a valid licence to drive such vehicle unless such person has held and was not disqualified from holding or obtaining such a licence;
- (c) used elsewhere than within the member countries of the European Union.

What's not covered

4 Exclusions

We will not have any liability under this Section of the Policy for, or directly or indirectly arising out of, or in any way connected with:

4.1 Aircraft, watercraft and offshore work

the ownership, possession, work on and/or visits to, or use by **you** or on **your** behalf of any aircraft, spacecraft, hovercraft, **offshore** installation, rig, platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways) or for or arising out of any product which to **your** knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, spacecraft, avionics, hovercraft, offshore installation, rig, platform or watercraft;

4.2 Advertising claim

any **advertising claim**:

- (a) arising out of the failure of goods, **products** or services to conform with the advertised quality or performance;
- (b) arising out of a breach of contract other than the unauthorised misappropriation of advertising ideas based upon breach or alleged breach of an implied contract;
- (c) arising out of the wrong description of the price of goods, **products** or services sold, offered for sale or advertised;
- (d) if **your business** is that of advertising, broadcasting, publishing or telecasting;
- (e) arising out of the oral, broadcast, telecast or written publication of material whose first publication took place before the beginning of the **period of insurance**;

4.3 Care, custody or control

any **damage** to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in **your** care, custody or control other than:

- (a) clothing and personal effects of **persons employed** and visitors;
- (b) **premises** (including the contents within) temporarily occupied by **you** to work within it but **we** will not pay for **damage** to that part of the property in which **you** have been working and which arises out of such work; or
- (c) **premises** tenanted by **you** but always excluding liability for **damage**:
 - (i) arising out of any perils which the tenancy agreement requires **you** to insure against;
 - (ii) to any property which the tenancy agreement requires **you** to insure; or
 - (iii) to any property which the tenancy agreement requires **you** to be responsible for, except if such **damage** is caused, or contributed to, by **your** own negligence;

4.4 Contract or agreement

any contract or agreement unless such liability:

- (a) would have attached in the absence of such contract or agreement; or
- (b) arises from a warranty, established or implied by virtue of the Sale of Goods Act 1979 or equivalent legislation, of fitness or quality of **your product** or that work done will be performed in a workmanlike manner;

4.5 Defective products

any costs incurred in the repair, reconditioning or replacement of any **product** or any part of such **product** which is or is alleged to be defective;

4.6 Fines and penalties

any regulatory or disciplinary investigations or for proceedings or for any fines, penalties or penal, punitive, exemplary, liquidated, restitutionary, non-compensatory or aggravated damages, or the additional award of damages consequent upon or by reason of any multiplication of compensatory damages;

4.7 Injury to persons employed

any **injury** to a **person employed** where such **injury** arises out of and in the course of employment with **you** or any liability arising out of worker's compensation or any similar legislation anywhere in the world;

4.8 Land exclusion

any **damage** to land or water within the boundaries or below any land presently or at any time previously owned or leased by **you** in connection with the cost of rectifying any defect or alleged defect in them;

4.9 Large events

any exhibition or show which exceeds five days in duration or where the number of attendees at any one time exceeds 250;

4.10 Motor vehicles

the ownership, possession or use by **you** or on **your** behalf or any person or party entitled to indemnity under this Section of the Policy of any motor vehicle or trailer, other than legal liability:

- (a) caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
- (b) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer; or
- (c) arising out of any motor vehicle or trailer temporarily in **your** custody or control for the purposes of parking;

4.11 Product recall

the recall, repair, reconditioning, removal or replacement of any **product** or part of such **product**;

4.12 Professional liability

the giving of, or failure to give, professional advice or service whether or not for remuneration;

4.13 Warranties and guarantees

any performance warranty, guarantee, penalty clause, liquidated damages clause or similar provision unless **your** liability would have existed to the same extent in the absence of such warranty, guarantee or clause or similar provision.

What we both agree to

5 Conditions

5.1 Limit of indemnity

We will pay up to the limit of indemnity shown in the Schedule for damages in respect of any one event or series of events having a common originating cause.

In addition, **we** will pay **defence costs** not exceeding the limit of indemnity stated in the Schedule.

- (a) **We** may at any time pay the limit of indemnity and, if **we** do **we** will then have no further liability for that claim or **defence costs** except those already incurred at the date of payment of the limit of indemnity.

If **we** exercise the above option and the amount to dispose of any claim or series of claims exceeds the limit of indemnity and such excess amount is insured either in whole or in part, with **defence costs** payable in addition to the limit of indemnity, then **we** will also contribute **our** proportion of subsequent **defence costs** incurred with **our** prior written consent as the limit of indemnity bears to the amount paid to dispose of the claim or series of claims.

- (b) If a loss is covered under more than one Section of this Policy, the maximum amount payable under this Policy will not exceed the largest single applicable limit of indemnity of any relevant Operative Clause as shown in the Schedule.
- (c) **You** must pay the relevant **excess** shown in the Schedule.

5.2 Notification of a claim

The following must be notified as soon as practicable after they come to **your** attention:

- (a) any claim made against **you** or any party indemnified by this Section of the Policy which may fall within the scope of this Policy;
- (b) the receipt of notice, whether written or oral, from any person or entity of their intention to make such a claim against **you** or any party indemnified by this Section of the Policy;
- (c) any circumstances of which **you** or any party indemnified by this Section of the Policy shall become aware which are likely to give rise to such a claim being made against **you** or them, giving reasons for the anticipation of such a claim.

We will not make any payment under this Policy unless **you** notify **us** in writing at Angel Underwriting, Little Tey Road, Feering, Colchester, Essex CO5 9RS.

5.3 Partially covered claims

We will defend **you** against any claim or part of a claim brought against **you**, including those claims which are only partially covered by this Section of the Policy.

Upon final settlement of the claim **we** will deduct any amounts relating to those parts of the claim which are not covered by this Section. When calculating the amounts to be repaid to **us we** will ask **you** to agree the fairest allocation of costs, however in the failure of agreement the Arbitration condition (General Conditions 3.1) will apply.

Policy (Employers' Liability)

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Employers' Liability

This Section is subject to the General Terms, Definitions, Exclusions and Conditions except where expressly overridden.

1 Definitions (applicable to this Section only)

1.1 Defence costs

Means costs and expenses incurred by **you** or on **your** behalf with **our** prior agreement to investigate, settle or defend a claim or potential claim against **you**.

This does not include **your** own costs and expenses or any value attributable to the time spent by **you** in dealing with a claim or potential claim.

1.2 Injury

Means:

- (a) death, bodily injury, mental injury, illness or disease of or to any person;
- (b) wrongful arrest, wrongful detention, false imprisonment or malicious prosecution.

What's covered

2 Operative Clauses

2.1 Claims against you

If any **person employed** brings a claim against **you** in a covered jurisdiction for **injury** caused to them during the **period of insurance** arising out of the **business**, **we** will pay on **your** behalf any sums **you** have to pay as compensation (including interest and claimant's costs) and **defence costs**.

The indemnity granted applies only to such liability:

(a) United Kingdom

as is required to be insured under the United Kingdom Employers' Liability (Compulsory Insurance) Act 1969 as amended, as specifically extended by this Section. Where any applicable Definitions, Conditions or Exclusions would operate to provide less cover than is compulsory under the above Act, then this Section is deemed to be extended to provide the cover compulsory insurance subject always to the limit of indemnity stated in the Schedule.

(b) Work Overseas

as would otherwise be covered under (a) United Kingdom above but that the **injury** was suffered by a **person employed** whilst temporarily engaged in non manual work anywhere else in the world provided that:

- (i) such **person employed** is ordinarily resident within the United Kingdom;
- (ii) **we** shall not provide indemnity in respect of any amount payable under Workmen's Compensation, Social Security or Health Insurance legislation;

- (iii) **we** shall not provide indemnity in respect of any temporary visit to the United States of America or any overseas territory or affiliated state of the United States of America; and
- (iv) the period of temporary work does not, or was not due to, exceed six consecutive months in duration.

2.2 Court attendance costs

In the event that **we** require **you** or any **person employed** to attend any court or other judicial tribunal in connection with any claim covered under this Section **we** shall pay **you** the following amounts of compensation:

£500 per day for any partner, member or director of **your** organisation;

£250 per day for any other **person employed**.

2.3 Health and safety at work

We will pay on **your** behalf, or at **your** request on behalf of any **person employed** or any of **your** directors, members or partners, the legal costs and expenses incurred with **our** prior written consent in the defence of any criminal proceedings first brought during the **period of insurance** for a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed in the course of the **business** including legal costs and expenses incurred with **our** prior written consent in an appeal against conviction arising from such proceedings.

2.4 Manslaughter defence costs

We will pay on **your** behalf legal costs and expenses incurred with **our** prior written consent:

- (a) in defending a charge of manslaughter (including a charge of corporate manslaughter or corporate homicide brought under the Corporate Manslaughter and Corporate Homicide Act 2007) where the death in connection with which such charge arises is likely to result in a claim under this Section of the Policy;
- (b) in appealing against conviction on such charge and/or the imposition of a remedial or publicity order under the Corporate Manslaughter and Corporate Homicide Act 2007 in connection with such charge provided that in the opinion of a Queen's Counsel or similar legal authority (to be mutually agreed upon by **you** and **us**) such appeal could be made with the probability of success.

3 Extensions

3.1 Indemnity to others

We will pay any sums payable as compensation (including interest and claimant's costs) as a result of a claim brought by a third party against any of the following:

- (a) any officer committee or member of **your** canteen, sports, social or welfare organisations, fire security first aid medical or ambulance services in their respective capacities as such;
- (b) any director or senior official of **your** organisation in respect of private work undertaken by any **person employed** for such director or senior official;

- (c) in the event of the death of any person entitled to indemnity under this section **we** will pay on behalf of the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;
- (d) any person or firm for legal liabilities arising out of the performance of a contract with **you** constituting the provision of labour only;
- (e) any director or senior official of **your** organisation or **person employed**;

on condition that the claim, if it had been brought against **you**, would have been covered by this Section of the Policy and further provided that:

- (i) all such persons or parties shall observe, fulfil and be subject to the terms of this Section as though they were **you**; and
- (ii) **we** shall retain the sole conduct and control of claims.

3.2 Indemnity to customers

To the extent that any contract or agreement entered into by **you** with any customer of **yours** so requires, **we** will, at **your** request:

- (a) indemnify **you** against liability **you** assume;
- (b) indemnify the customer in a like manner to **you** in respect of the liability of the customer;

arising out of **your** performance of such contract or agreement on condition that the claim, if it had been brought against **you**, would have been covered by this Section of the Policy and further provided that:

- (i) any such customer shall observe, fulfil and be subject to the Conditions of this Section as though they were **you**; and
- (ii) **we** shall retain the sole conduct and control of claims.

For the purposes of this extension the term customer includes any partner, co-venturer, subsidiary or affiliated or parent company to the principal but only to the extent that the contract between the customer and **you** requires these additional parties to be indemnified in like manner to **you**.

3.3 Legal representation costs

We will pay the reasonable costs and expenses incurred by **you** or any **person employed** for representation at properly constituted hearings, tribunals or proceedings provided that:

- (a) they arise directly out of a claim which is or in **our** opinion is likely to be covered under the Operative Clauses in this Section; and
- (b) they are not covered under **defence costs**; and
- (c) **we** have given **our** prior written consent to such costs and expenses.

3.4 Terrorism

Regardless of General Exclusion 2.7 Terrorism this Section will apply, subject to all its terms and conditions, to **terrorism** to the extent that indemnity is required in accordance with the provisions of

any law relating to compulsory insurance of liability to **persons employed** in the United Kingdom and where a sub limit of indemnity is specified in the Schedule.

3.5 Unsatisfied court judgments

In the event of **injury** to a **person employed** sustained during the **period of insurance** and arising out of employment by **you** in the course of the **business** which results in a judgement against any company or individual operating from or resident in premises within the United Kingdom for damages being obtained by such **person employed** or his personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgement **we** will at **your** request pay to the **person employed** or his personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- (a) this Section is operative at the time such **injury** is caused; and
- (b) **we** would have covered **your** liability if **you** had caused the **injury**; and
- (c) there is no appeal outstanding; and
- (d) the **person employed** or the personal representatives of the **person employed** assigns his or her judgment to **us**.

What's not covered

4 Exclusions

We will not have any liability under this Section of the Policy for, or directly or indirectly arising out of, or in any way connected with:

4.1 Offshore

any liability **you** may have to any **persons employed** arising while **offshore**;

4.2 Radioactive contamination

any **injury** sustained by any **person employed** as a result of **radioactive contamination** in relation to which **you** under a contract or agreement have either undertaken:

- (i) to indemnify another party; or
- (ii) to assume the liability of another party.

4.3 Road traffic act

any liability **you** may have in respect of which compulsory insurance or security is required to be arranged under the Road Traffic 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order.

What we both agree to

5 Conditions

5.1 Employment Liability Tracing Office Notice

It is understood by **you** that the following information provided to **us** will be processed by **us** for the purposes of providing the Employers' Liability Database (ELD), in compliance with the provisions of the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010:

- the Policy number(s);
- employer's names and addresses, including subsidiaries and any relevant changes of name;
- coverage dates; and
- if relevant, the employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers will be provided to the Employers' Liability Tracing Office, (the ELTO) and added to the ELD .

The ELTO may provide such information to third parties to assist individuals with claims arising out of their course of employment in the United Kingdom for employers carrying on, or who carried on, **business** in the United Kingdom, to identify an insurer or insurers that provided employers' liability insurance.

5.2 Limit of indemnity

We will pay up to the limit of indemnity shown in the Schedule for damages in respect of any one event, or series of events having a common originating cause, unless limited below.

- (a) **We** may at any time pay the limit of indemnity and, if **we** do **we** will then have no further liability for that claim or **defence costs** except those already incurred at the date of payment of the limit of indemnity.

If **we** exercise the above option and the amount to dispose of any claim or series of claims exceeds the limit of indemnity and such excess amount is insured either in whole or in part, with **defence costs** payable in addition to the limit of indemnity, then **we** will also contribute **our** proportion of subsequent **defence costs** incurred with **our** prior written consent as the limit of indemnity bears to the amount paid to dispose of the claim or series of claims.

- (b) If a loss is covered under more than one Section of this Policy, the maximum amount payable under this Policy will not exceed the largest single applicable limit of indemnity of any relevant Operative Clause as shown in the Schedule.
- (c) **You** must pay the relevant **excess** shown in the Schedule.

5.3 Notification of a claim

The following must be notified as soon as practicable after they come to **your** attention or to that of the person responsible for arranging insurance:

- (a) any claim made against **you** or any party indemnified by this Section of the Policy which may fall within the scope of this Policy;

- (b) the receipt of notice, whether written or oral, from any person or entity of their intention to make such a claim against **you** or any party indemnified by this Section of the Policy;
- (c) any circumstances of which **you** or any party indemnified by this Section of the Policy shall become aware which are likely to give rise to such a claim being made against **you**, giving reasons for the anticipation of such a claim;

We will not make any payment under this Policy unless **you** notify **us** in writing at Angel Underwriting, Little Tey Road, Feering, Colchester, Essex CO5 9RS.

5.4 Partially covered claims

We will defend **you** against any claim or part of a claim brought against **you**, including those claims which are only partially covered by this Section.

Upon final settlement of the claim **we** will deduct any amounts relating to those parts of the claim which are not covered by this Section. When calculating the amounts to be repaid to **us** **we** will ask **you** to agree the fairest allocation of costs, however in the failure of agreement **our** Arbitration clause (General Conditions 3.1) will apply.