

***Liability Insurance Policy wording for UK
and European Haulage Contractors***

Your Policy Terms and Conditions



Faraday Underwriting Limited
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Faraday Underwriting Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority in the United Kingdom.

Liability Policy

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Us, You and the Policy

Introduction

This Introduction, the Customer Service Information, the General Definitions, General Conditions, General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements all form part of this Policy.

This policy is calculated on the total number of vehicles that you have for **Your Business**. This number should be declared in full, whether the vehicles are used or not. The number that have been declared to **Us** are displayed on the policy schedule as Number of Vehicles. Failure to provide Us with the correct number of vehicles will be treated as reckless misrepresentation and will invalidate the policy. If **You** are unsure about how this number should be calculated or **You** think the number is incorrect **You** should contact **Your** insurance broker

In return for the payment of premium stated in the **Schedule**, **We** agree to insure **You** in respect of a valid claim under this Policy as more fully defined in Sections 1 – 3 (as applicable), and as stated in the **Schedule**, subject to this introduction, the Customer Service Information, the General Definitions, General Conditions, General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

This Policy should be kept in a safe place. **You** may need to refer to it if **You** have to make a claim. It is recommended that **You** retain details of **Your** Employers' Liability Policy for at least 40 years.

Wherever words appear in **Bold** in this Policy they will have the meaning shown in the General Definitions on pages 7 and 8 or as otherwise stated in any particular section or the **Schedule**.

Important Reminder

It is important that:

- **You** check that the information **You** have given **Us** is accurate and up to date – See the Customer Service Information section for more details
- **You** must read and understand the Policy
- **You** comply with **Your** duties under each section and under the Policy as a whole
- **You** check that the sections **You** have requested are included in the **Schedule**
- If **You** are uncertain regarding **Your** responsibilities and how they relate to this Policy, **You** should contact **Your** insurance broker in the first instance. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau or seek independent legal advice from a solicitor.

Signed for and on behalf of Faraday Underwriting Limited

For and on Behalf of Syndicate 435 at Lloyd's



Mark Rayner
Chief Underwriting Officer

Customer Service Information

IMPORTANT INFORMATION ABOUT HOW WE WILL DEAL WITH CLAIMS UNDER THIS POLICY AND THE INFORMATION YOU HAVE GIVEN US. PLEASE READ THIS CAREFULLY.

Information You have given us

In deciding to accept this Policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete. If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat **Your** Policy as if it never existed and decline all claims. **We** may not return premium already paid by **You** in this situation. If **We** establish that **You** provided us with false, incomplete or misleading information, it can adversely affect **Your** Policy and any claim.

For example:

- where **We** could have accepted the risk and offered **You** a Policy but **We** would have charged a higher premium, **We** may only pay a percentage of any claim that **You** make under the Policy. **We** would do this by considering the premium **We** actually charged as a percentage of the higher premium **We** would have charged and then paying **You** the same percentage of any claim.
- So, as an example: if the premium **We** actually charged was £250 and the higher premium **We** would have charged was £1,000, then the premium **We** actually charged represents 25% of the higher premium **We** would have charged and **We** shall only pay 25% of any claim;
- **We** may treat this Policy as if it had never existed and refuse to pay all claims and return the premium, subject to a deduction for any commission paid to **Your** insurance broker. **We** will only do this if the false, incomplete or misleading information means that **We** provided **You** with insurance cover when **We** would not otherwise have offered it at all had the risk been fairly presented;
- if **We** would have written the risk on different terms had it been fairly presented, **We** may amend the Policy to include these terms. **We** may apply these amended terms as if they were already in place before a claim is made;
- **We** may cancel **Your** Policy in accordance with its cancellation provisions.

We may write to You if We:

- intend to treat **Your** Policy as if it never existed; or
- amend the terms of **Your** Policy; or
- reduce **Your** claim in accordance with the above

If **You** become aware that information **You** have given **Us** is inaccurate or incomplete, **You** must inform **Us** without delay.

About Us

Your Policy is underwritten by Faraday Underwriting Limited for and on behalf of Syndicate 435 at Lloyd's. Faraday Underwriting Limited is a limited company registered in England under company number 01682486. The registered office of Faraday Underwriting Limited is:

Faraday Underwriting Limited, Corn Exchange, 55 Mark Lane, London EC3R 7NE

Faraday Underwriting Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority and may be found on the Financial Services Register at <https://register.fca.org.uk/>

Coverholder who has arranged Your cover

Your Policy has been arranged through Clearbroking. Clearbroking is a trading style of Cornish Insurance. The registered office of Cornish Insurance is: 126-128 High Street, Delabole, Cornwall PL33 9AJ

Cornish Insurance is authorised and regulated by the Financial Conduct Authority and their details may be found on the Financial Services Register at <https://register.fca.org.uk/>

Clearbroking acts as agent for **Us** for all matters relating to the performance of B1921QT000020Q under which Clearbroking have authority to underwrite insurance on **Our** behalf.

Enquiries

If **You** have a general enquiry regarding **Your** Policy please contact Clearbroking. **You** may wish to do this through **Your** insurance broker whose contact details are shown in the **Schedule**

How to make a claim

If **You** need to report a claim or an incident that may result in a claim please contact Clearbroking. **You** may wish to do this through **Your** insurance broker whose contact details are shown in the **Schedule**. There are a number of important conditions in relation to any claim **You** make, please see pages 10 for more details.

Things You must do

There are conditions contained in this Policy that are conditions precedent to **Our** liability, please refer to General Conditions 1 – 12 on pages 10 and 11 of this Policy. If **You** breach any of these conditions precedent **We** may deny **Your** claim, or reduce the amount **We** pay **You**.

How to make a complaint

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times, **We** are committed to providing **You** with the highest standard of service. If **You** have any questions or concerns about **Your** Policy or the handling of a claim **You** should, in the first instance, contact **Your** insurance broker, whose contact details are shown in the **Schedule**.

In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time by referring the matter either to **Us** at:

Post: Complaints Manager, Faraday Underwriting Limited, Corn Exchange, 55 Mark Lane, London EC3R 7NE
Email: faraday.complaints@faraday.com

Or the Complaints Team at Lloyd's:

Post: Complaints, Lloyd's, One Lime Street, London EC3M 7HA
Telephone: 0207 327 5693
Fax: 0207 327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR
Telephone: 0800 023 4 567 (*calls to this number are free from "fixed lines" in the UK*) or 0300 1239123 (*calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK*)
Email: complaint.info@financial-ombudsman.org.uk

The Financial Ombudsman Services is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at www.financialombudsman.org.uk. Making a complaint does not affect **Your** right to take legal action.

Cancellation

You can cancel this insurance at any time by writing to Clearbroking using the contact details on page 4. **You** may wish to do this through **Your** insurance broker whose contact details are shown in the **Schedule**. Full cancellation conditions are included in the General Conditions on page 10.

Financial Services Compensation scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** cannot pay a claim to **You** under this Policy. If **You** are entitled to compensation under the scheme, how much compensation **You** would receive would depend on the nature of this Policy. **You** can get more information about the scheme from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website at www.fscs.org.uk

Data Protection

The defined terms used in this section shall have the meaning given to those terms in the Data Protection Act 1998 (as may be amended or replaced from time to time).

In the course of providing insurance services to **You**, **We** may have access to Personal Data. **You** have confirmed that **You** have obtained all necessary authorisations and approvals from Data Subjects prior to disclosing any Personal Data to **Us** (whether such disclosure is made directly by **You** to **Us** or indirectly by **You** to any agent acting on **Your** or on **Our** behalf). **We** shall be the Data Controller of any Personal Data provided.

We undertake that **We** shall only use any Personal Data provided to **Us** for the purposes of performing **Our** services in connection with **Our** contract of insurance with **You**. This will include the processes of underwriting, administration and claims assessment as well as any necessary services that **We** may provide.

Data Protection - Continued

We will hold all Personal Data securely and shall limit access to such Personal Data to those who have a need to see it. By entering into this Policy with **Us**, **You** consent to **Us** sharing any Personal Data provided with **Our** group companies, and any agents, reinsurers, claims handlers, loss adjusters, medical professionals and other professional advisors, healthcare management companies and any other necessary service providers in connection with the contract of insurance between **You** and **Us**.

You acknowledge that **We** may be required as a matter of law or regulation to disclose Personal Data provided to **Us** to a Court of law or regulatory body such as the **PRA** or the **FCA** or **Lloyd's** or **ELTO** or any other public body or authority of competent jurisdiction and **You** consent to any such disclosure.

You acknowledge that the insurance industry maintains certain registers for the purposes of fraud prevention and **You** consent to **Us** sharing Personal Data provided to **Us** with fraud prevention agencies and other insurance companies for the purposes of fraud prevention and to validate **Your** claims history.

Headings

The section headings used in this Policy are for reference purposes only and shall not affect the meaning or interpretation of this Policy.

General Definitions

The words defined below will have the same meaning wherever they appear in bold capital letters within the Policy the Schedule and Endorsements and Extensions.

Business

Means the business as described in the **Schedule** and shall include:

- the ownership, repair and maintenance of **Your** business property;
- the provision and management of canteen, social, sports and welfare activities for **Your** benefit or the benefit of **Your Employees**;
- the provision and management of first aid, fire, security and ambulance services;
- the performance of private duties carried out by **Your Employees** with **Your** written consent for any of **Your** principals, including directors, partners, or senior officials,

and no other **Business** for the purposes of this Policy.

ELTO

means the Employers' Liability Tracing Office or any successor body or bodies to it

Employee

means:

- any person under a contract of service or apprenticeship with **You**;
- any labour master or labour only sub-contractor or person supplied by any of them;
- any self-employed person;
- any person under a contract of service or apprenticeship with another employer and who is hired to, or borrowed by **You**;
- any person participating in any government or otherwise authorised work experience, training, study exchange or similar scheme;
- any volunteers,

whilst working for **You** in the course of the **Business**.

Excess

means the amount specified in the **Schedule** for which **You** will be responsible in respect of each and every claim in respect of loss of, or damage to **Property**.

FCA

means the Financial Conduct Authority or any successor body or bodies to it.

Goods

means any goods or products (including containers, labelling instructions, or advice provided) manufactured, sold, supplied, erected, repaired, altered, treated, transported, serviced, or installed by **You** in the course of the **Business**.

Injury

means bodily injury, death, illness, disease, or shock causing bodily injury

Lloyd's

means Lloyd's of London or any successor body or bodies to it.

Offshore

means from the moment in time that an **Employee** shall embark onto any conveyance at the point of final departure on land to any offshore installation, until the moment in time that an **Employee** shall disembark from any conveyance onto land upon their return from any offshore installation.

Policy Period

means the period stated in the **Schedule**

PRA

means the Prudential Regulation Authority or any successor body or bodies to it.

Property

means material property.

Schedule

means the Schedule attaching to and forming part of this Policy.

Terrorism

means any act(s), of any person(s) or organisation(s) involving:

- (a) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- (b) putting the public or any section of the public in fear;

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

We, Us, Our

means Faraday Underwriting Limited, for and on behalf of Syndicate 435 at Lloyd's.

You, Your, Yours

means the person or persons or corporate body named in the **Schedule** and includes:

- any subsidiary company which is named in the **Schedule** operating in or from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- at **Your** written request:
 - any principal including, any director, partner, or senior official, or any **Employee** of **Yours**, while acting on **Your** behalf, of or in the course of their employment or engagement by **You**, in respect of liability for which **You** would have been entitled to insurance under this Policy if the claim against any such person had been made against **You**;
 - any officer, member or **Employee** of **Your** canteen, social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such;
 - any principal, including any director, partner or senior official of **Yours**, in respect of private work carried out by any **Employee** of **Yours** for any such person with **Your** consent;

in the event of **Your** death, **Your** personal representatives in respect of liability incurred by **You**, provided that such person shall, as though they were **You**, observe, fulfil and be subject to this Policy including the Introduction, the Customer Service Information, the General Definitions, General Conditions, General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements as far as they can apply.

Legislation

In this Policy We make reference to various laws and statutes. There follows a brief description of each. This is intended for information purposes only and is not part of Your Policy terms.

The laws and statutes referred to below shall apply as amended or replaced from time to time.

Consumer Protection Act 1987

Designed to protect consumers from products that do not reach a reasonable level of safety.

Contracts (Rights of Third Parties) Act 1999

Makes provision for the enforcement of contractual terms by third parties.

Corporate Manslaughter and Corporate Homicide Act 2007

States that companies and organisations can be found guilty of corporate manslaughter or homicide if serious management failures cause a person's death and amount to a breach of a duty of care.

Data Protection Act 1998

Controls how an individual's personal information is used by organisations, businesses or the government.

Defective Premises Act 1972

Imposes duties in connection with the provision of premises and imposes liability for injury or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of.

Defective Premises (Northern Ireland) Order 1975

Imposes duties in connection with the provision of premises and imposes liability for injury or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of.

EU Environmental Liability Directive 2004/35/EC

Establishes a framework based on the "polluter pays" principle to prevent and remedy environmental damage.

Food Safety Act 1990

Provides the framework for all food legislation in Britain and sets out the duties of food producers and food handlers in relation to food safety.

Health and Safety at Work etc. Act 1974

Places duties on all employers to ensure, so far as reasonably practicable, the health, safety and welfare at work of all employees.

Health and Safety at Work (Northern Ireland) Order 1978

Places duties on all employers to ensure, so far as is reasonably practicable, the health, safety and welfare at work of all employees.

Road Traffic Act 1988

Consolidates certain enactments relating to road traffic, including road safety, construction and use of vehicles and equipment, licensing of drivers of vehicles, driving instruction and third-party liabilities

Road Traffic Northern Ireland Order 1981

Relates to road traffic, including road safety, licensing of drivers of vehicles, regulation of motor vehicles, foreign vehicles and insurance against third-party liabilities

General Conditions

These apply to all Sections of this Policy and all Endorsements and Extensions unless otherwise stated

Claims Conditions

- (1).
- (a) It is a condition precedent that **You** give notice in writing without delay of anything which may give rise to any claim being made against **You** and for which there may be liability under this Policy. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to give this notice are given on page 5.
 - (b) It is a condition precedent that **You** give notice in writing without delay when any claim is actually made against **You** (whether written or oral) and for which there may be liability under this Policy. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to report a claim are given on page 5.
 - (c) It is a condition precedent that **You** advise **Us** in writing without delay if at any time **You** know of any impending prosecution, inquest or fatal accident inquiry in connection with any claim or circumstance notified under (a) or (b) above. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to give this notice are given on page 5.
- (2). It is a condition precedent that **You** shall without delay provide **Us** with such particulars and information as **We** may require in relation to any occurrence or claim notified to **Us**, and shall forward to **Us**, without delay on receipt, every letter, claim form, writ, summons, process, or any other legal papers. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

Claims Control

We shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim, and may prosecute at **Our** own expense and for **Our** benefit any claim for insurance or damages against any other persons, and **You** shall give all information and assistance required. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. No admission of liability or offer, promise or payment shall be made without **Our** written consent

Maximum Sums Payable

- (3). **We** may at any time at **Our** sole discretion pay to **You** the maximum sum payable under this Policy or any lesser sums for which any claim or claims can be settled. If **We** do this, **We** shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment, provided that in the event of a claim such costs and expenses shall not exceed an amount being in the same proportion as **Our** payment to **You** bears to the total payment made by **You** or on **Your** behalf in settlement of the claim or claims.

Care and Prevention

- (4). It is a condition precedent that **You** shall take all care to prevent accidents and to maintain and keep in proper repair **Your** premises, plant and everything used in the **Business**. **You** shall make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require. **You** must also take all care to act in accordance with all statutory obligations and regulations and to employ only competent **Employees**. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

Cancellation

- (5). **We** can cancel this insurance by giving **You** fourteen (14) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):
- non-payment of premium;
 - a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
 - non-cooperation or failure to supply any information or documentation **We** request; or
 - threatening or abusive behaviour or the use of threatening or abusive language.

If **We** cancel this Insurance, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium, subject to a deduction for any commission paid to **Your** insurance broker. If **We** have paid any claim, or part of any claim, then no refund of premium will be allowed.

Other Insurances

- (6). If at the time of any claim there is, or but for the existence of this Policy would be, any other insurance in favour of or purchased by **You** or on **Your** behalf, applicable to such claim, **We** shall not be liable under this Policy to pay **You** in respect of such claim except beyond the amount which would be payable under such other insurance had this Policy not been purchased.

Risk Improvement Requirements

- (7). It is a condition precedent that **You** shall comply and continue to comply with all risk improvement requirements that have been notified to **You** and agreed to by or on **Your** behalf. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

Changes in Circumstances

- (8). **You** shall, without delay, give notice in writing of any change in the information **You** provided **Us** with. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

Governing Law

- (9). The laws of England and Wales will apply to this Policy and any attached endorsements unless **We** agree otherwise with **You** in writing before issuing the Policy. Any disputes arising under this Policy shall be subject to the exclusive jurisdiction of the English Courts.

Contract (Rights of Third Parties) Act 1999

- (10). A person who is not a party to this contract has no right under the Contract (Rights of Third Parties) Act 1999 (as may be amended or replaced from time to time) 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.

Several Liability

- (11). **Our** obligations under this Policy are several and not joint and are limited solely to the extent of **Our** individual subscription. **We** are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.

Premium Adjustment

- (12). **You** may be required to pay additional premium. If this Policy is written on an adjustable basis please refer to the Premium paragraph of **Your Schedule** for further details.

General Exclusions

General Exclusions (1) to (7) apply to all Sections of this Policy and all Endorsements and Extensions unless otherwise stated. We will not cover You in respect of:

United States and Canada

- (1). any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgment award or settlement either in whole or part) unless **You** have requested that there shall be no such limitation and have accepted the terms offered by **Us** in granting such cover, which offer and acceptance must be subject to specific endorsement to this Policy.

Radioactive and Nuclear

- (2). Any liability caused by, or contributed to, by, or arising from:
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component,
- but as far as concerns **Injury** to any **Employee** which arises out of and in the course of their employment or engagement by **You** this exclusion shall apply only in respect of:
- liability of any principal, including directors, partners, or senior officials
 - liability assumed by **You** by agreement and which would not have attached in the absence of such agreement.

Punitive Damages

- (3). any liability for punitive, multiplied or exemplary damages, fines or penalties.

Terrorism

- (4). any liability as a result of **Terrorism**, except as provided in Section 1, Extension 3.

Contractual Liability

- (5). any liability which is assumed by **You** by agreement, unless such liability would have attached in the absence of such agreement.

Legal Restrictions

- (6). any cover, claim or benefit under this Policy where doing so would breach any sanction, prohibition or other restrictions imposed by law or regulation.

Asbestos

- (7). **Injury**, loss, damage, cost or expense of any kind caused by, or contributed to, by, or arising from, the manufacture, production, storage or handling of asbestos or materials containing asbestos.

This Exclusion shall not apply to the accidental discovery of asbestos, or materials containing asbestos fibre, provided that without delay, upon discovery all handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, ceases and any subsequent handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, is carried out by qualified licensed subcontractors on terms which will indemnify **You** for all liability arising out of such work.

General Exclusions (8) to (14) apply to Sections 2, and 3 of the Policy and any Endorsements and Extensions under these Sections. We will not cover You in respect of:

Employment

- (8). **Injury** sustained by an **Employee** which arises out of and in the course of their employment or engagement by **You**.

War

- (9). loss of, or damage, or legal liability occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to **Property** by or under the order of any government, or public, or local authority.

Defective Workmanship

- (10). loss of, or damage to, or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling, or making any refund in respect of **Goods**

Watercraft, Aircraft and Offshore

- (11). liability arising from **Goods** used with **Your** knowledge in connection with aircraft and other aero-spatial devices (including drones), watercraft, or **Offshore** structures.

Removal of hazardous materials

- (12). **Injury**, loss, damage, cost or expense of any kind caused by, resulting from or in connection with, any component building material that must be removed, encapsulated or otherwise abated because its presence or release is a hazard to human health.

Fungus and Mould

- (13). **Injury**, loss, damage, cost or expense of any kind caused by, resulting from or in connection with any fungus of any kind, including but not limited to mildew, mould, spores or allergens

Pollution

- (14). any liability caused by, or arising out of pollution, or contamination of buildings or other structures or of water or land or the atmosphere, but this exclusion shall not apply in respect of pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **Policy Period** stated in the **Schedule**.

Section 1: Employer's Liability

The following conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements

What is covered

Scope of Cover

- (1) All sums which **You** shall become legally liable to pay as damages including claimants' costs and expenses in respect of **Injury** sustained by an **Employee** of **Yours** arising out of and in the course of their employment or engagement by **You** and caused during the **Policy Period** stated in the **Schedule** in connection with the **Business** and occurring within the Geographical Limits given below.
- (2) All costs and expenses incurred by **You** (except as described in 3 below) with **Our** written consent in respect of any claim against **You** which may be covered by this Policy.
- (3) The payment of legal and other defence fees incurred with **Our** written consent, up to a limit of £50,000 arising out of any one occurrence, for **Your** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death, and at which **Your Employee** or principal, including any director, partner, or senior official, has been requested to give evidence, and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **Injury** which may be covered by this Policy.

Limits of Liability

The most **We** will pay under this Section in respect of any one claim against **You**, or series of claims against **You** arising out of one occurrence, inclusive of all costs and expenses shall not exceed in the aggregate the **Limit of Liability** stated in the **Schedule**.

Geographical Limits

In this section, Geographical Limits means. Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia and Montenegro, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Vatican City or whilst temporarily outside the countries named above provided that any such **Employee** is: (a) ordinarily resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; and (b) engaged in non-manual work.

Rights of Recovery

The cover under this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man. **You** shall repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

Significant Limitations and Exclusions



We shall not cover **You** under this Section against liability:

- (a) for **Injury** sustained by any **Employee**:
 - (i) in respect of which compulsory insurance is required to be arranged by **You** under the Road Traffic Act 1998 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation; or

whilst **Offshore** other than as referred to in Extension 2 of this Section 1.

Section 1: Employer's Liability - Extensions

The following Extensions only apply if this Section is operative and if specified in the **Schedule**, and are in addition to the General Extensions detailed on page 22 and 23.

What is covered 	Significant Limitations and Exclusions 
1. UNSATISFIED COURT JUDGMENTS	
<p>(a) Where a judgment for damages has been obtained by any Employee or their legal personal representatives:</p> <ul style="list-style-type: none"> (i) in respect of Injury sustained by the Employee arising out of and in the course of their employment by You; (ii) against any company or individual operating from, or resident within, the Geographical Limits in any court situated in the Geographical Limits, and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment, at Your request. <p>We will pay to the Employee or their legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.</p> <p>(b) If any payment is made by Us the Employee or their said legal personal representatives shall assign the judgment to Us.</p> <p>Our liability for damages, costs and expenses shall not exceed the amount stated as the Limit of Liability in the Schedule.</p>	<p>We will not cover any judgment where an appeal remains outstanding.</p>
2. OFFSHORE	
<p>If We are required by compulsory insurance regulations then We will make a payment in respect of Injury occurring Offshore.</p>	<p>The amount We will pay You shall be limited to £5,000,000 any one occurrence.</p>
3. TERRORISM	
<p>Injury as a result of Terrorism to any Employee of Yours which arises out of and in the course of employment or engagement by You.</p>	<p>We shall not cover You in respect of liability in excess of £5,000,000 any one occurrence.</p>

Section 2: Public Liability

The following conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements

What is covered

Scope of Cover

(1) All sums which **You** shall become legally liable to pay as damages including claimants' costs and expenses in respect of:

- (a) Accidental **Injury** to any person;
- (b) Accidental physical loss of, or physical damage to, **Property**;
- (c) Obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement;
- (d) Wrongful arrest, wrongful detention, false imprisonment, or malicious prosecution;

in connection with the **Business** and occurring anywhere within the Geographical Limits given below during the **Policy Period** stated in the **Schedule**.

(2) All costs and expenses incurred by **You** (except as described in 3 below) with **Our** written consent in respect of any claim against **You** which may be covered by this Policy.

The payment of legal and other defence fees incurred with **Our** written consent, up to a limit of £50,000 arising out of any one occurrence, for **Your** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which **Your Employee** or principal, including any director, partner, or senior official, of **Yours** has been requested to give evidence and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **Injury** or loss of or damage to **Property** which may be covered by this Policy.

Limits of Liability

The most **We** will pay under this Section (including any extensions) for damages in respect of any one claim against **You** or series of claims against **You** arising out of one occurrence shall not exceed in the aggregate the **Limits of Liability** stated in the **Schedule**.

Any costs and expenses incurred by **You** in respect of this Section under this Policy will be payable in addition to the **Limits of Liability** stated in the **Schedule**.

Significant Limitations and Exclusions

We shall not cover **You** under this Section:

- (a) for loss of, or damage to, **Property** belonging to **You**, or in **Your** custody or control, or in the custody or control of **Your Employees** other than:
 - (i) personal effects (including vehicle and their contents) of **Employees** or visitors;
 - (ii) any premises including their contents, not being premises leased or rented to **You**, which are temporarily occupied by **You** for the purpose of carrying out work there;
 - (iii) any other **Property** on which **You** or any of **Your Employees** or agents is or has been carrying out work, but **We** will not cover **You** in respect of loss or damage to that part of any **Property** being worked upon;
- (b) for loss arising from the ownership, possession or use under **Your** control or the control of any of **Your Employees** of:
 - (i) any mechanically propelled vehicle, including anything attached to it, used in circumstances where insurance or security is required by any road traffic legislation or where insurance is provided by any other policy or security;
 - (ii) any craft intended to travel through air or space, or other aerial devices, hovercraft, or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length);
- (c) for loss caused by any **Goods** after they have left **Your** custody or control, other than food or drink supplied primarily for the use of **Your Employees** or for entertainment purposes;
- (d) for loss arising from professional advice given separately for a fee or other charge by **You** or by anyone on **Your** behalf or in circumstances where a fee would normally be charged;
- (e) the amount shown as **Excess** stated in the **Schedule**.

Geographical Limits

In this section, Geographical Limits means. Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia and Montenegro, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Vatican City or whilst temporarily outside the countries named above provided that any such **Employee** is: (a) ordinarily resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; and (b) engaged in non-manual work.

Section 2: Public Liability - Extensions

The following Extensions only apply if this Section is operative and if specified in the **Schedule**, and are in addition to the General Extensions on page 22 and 23.

What is covered

1. MOTOR VEHICLES TOOL OF TRADE RISK

We will cover **You** in respect of liability for **Injury** or loss of or damage to **Property** caused by or arising from:

- (a) the use of plant as a tool of trade at **Your** premises or on any site at which **You** are working;
- (b) the loading or unloading of any vehicle or the bringing to, or taking away of, a load from any vehicle;
- (c) damage to any building, bridge, weighbridge road or to anything beneath, caused by vibration or by the weight of any vehicle or its load.

2. MOTOR CONTINGENT LIABILITY

We will cover **You** in respect of liability for **Injury** or damage to **Property** arising from the ownership, possession or use under **Your** control or the control of any of **Your Employees** of any mechanically propelled vehicle, including anything attached to it, used in circumstances where insurance or security is required by any road traffic legislation or where insurance is already provided by any other policy or security, caused by or arising from any motor vehicle or anything attached to it, not belonging to or provided by **You**, being used by an **Employee** in the course of the **Business**.

Significant Limitations and Exclusions

We will not cover **You** against liability:

- (a) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle;
- (b) for which insurance is provided by any other policy.

We shall not cover **You** against liability:

- (a) in respect of damage to any such vehicle or anything attached to it or **Property** being conveyed by such vehicle or anything attached to it;
- (b) for which insurance is already provided by any other policy;
- (c) caused or arising whilst such vehicle or anything attached to it is:
 - (i) engaged in racing, pace-making, reliability trials, or speed testing; or
 - (ii) driven by **You**; or
 - (iii) being driven with **Your** consent or the consent of anyone acting on **Your** behalf by any person who to **Your**, or anyone acting on **Your** behalf's, knowledge does not hold a licence to drive such vehicle; or
 - (iv) used outside the Geographical Limits.

3. MOVEMENT OF OBSTRUCTING VEHICLES

We will cover You in respect of liability for **Injury** or loss of or damage to **Property** caused by or arising from any vehicle (not owned or hired by or lent to **You**) being driven by **You** or by any **Employee** with **Your** permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians.

We will only cover You under this Section extension if:

- (a) movements are limited to vehicles parked on or obstructing **Your** premises, or any site at which **You** are working; and
- (b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle; and
- (c) the vehicle causing obstruction is driven by use of the owner's ignition key.

We will not cover You against liability:

- (a) in respect of damage to such vehicle;
- in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.

3. DEFECTIVE PREMISES ACT

We will cover You in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned or occupied by **You** for purposes pertaining to the **Business** and which have since been disposed of by **You**.

We will not cover You against liability:

- (a) for which insurance is already provided by any other policy;
- (b) for the costs of making good any defect or alleged defect in such premises.

4. LEASED OR RENTED PREMISES

We will cover You in respect of liability for loss of, or damage to, premises including their contents being leased or rented to **You**.

We will not cover You against liability assumed by **You** under any agreement, which would not have attached in the absence of such agreement.

5. OVERSEAS PERSONAL THIRD PARTY LIABILITY

We will cover:

- (a) **You**; and
- (b) at **Your** request:
 - (i) any principal, including any director, partner, senior official, or any **Employee** of **Yours**;
 - (ii) any spouse or child of the persons stated in (a) or (b)(i) above who are accompanying such persons

in respect of personal liability incurred by such persons for accidental **Injury** to any person or accidental loss of or damage to **Property** in connection with an event occurring in a country outside of the Geographical Limits of Section 2 whilst on a temporary visit to such country in connection with the **Business**.

Provided that:

- (a) any insured person under this Section Extension shall as though they were **You** be subject to the introduction, the customer service information, the general definitions, general conditions, general exclusions, sections, section extensions, the **Schedule** and any endorsements to this Policy;
- (b) nothing in this Section Extension shall increase **Our** liability to pay any amount exceeding the **Limits of Liability** stated in the **Schedule**, regardless of the number of persons claiming to be covered.

We shall not cover You in respect of:

- (a) contractual liability;
- (b) liability for which insurance is already provided by any other policy;
- (c) liability in respect of damage to **Property** belonging to or in the custody or under the control of any insured person under this Section Extension;
- (d) liability in respect of **Injury** to any insured person under this Section Extension;
- (e) liability caused by or arising from:
 - (i) the ownership or occupation of land or buildings;
 - (ii) the carrying on of any business, profession, trade or employment;
 - (iii) the ownership, possession or use of animals other than domestic dogs or cats

7. DATA PROTECTION ACT

If **You** have registered in accordance with the terms of the Data Protection Act 1998, or have applied for such registration which has not been refused or withdrawn, **We** will cover **You** under this Section 2 Extension in respect of compensation for damage arising out of any claim under Section 13(2) of the Data Protection Act 1998 not otherwise insured hereunder and first made against **You** during the **Policy Period** stated in the **Schedule**.

We shall not cover **You** for damages, costs and expenses that exceed the Limits of Liability stated in the **Schedule**, and notwithstanding anything stated in the **Schedule** or elsewhere in this Policy to the contrary the said Limits of Liability shall for the purpose of this Section Extension apply in respect of the total of all claims during the **Policy Period** stated in the **Schedule**.

We will not cover **You** in respect of:

- (a) the first 10% of each claim, subject to a minimum of £500 and a maximum of £5,000;
- (b) liability caused by, or arising from, a deliberate act by, or omission of any person entitled to insurance under this Section Extension if the result could reasonably have been expected having regard to the nature and circumstances of such act or omission;
- (c) the costs of replacing, reinstating, rectifying or erasing any personal data;
- (d) liability caused by, or arising from, any incident or circumstances known to **You** at the start of the **Policy Period** stated in the **Schedule** which may give rise to a claim;
- (e) liability caused by or arising from the recording, processing or provision of data for reward, or the determining of the financial status of a person;
- (f) contractual liability;
- (g) liability in respect of **Injury** to any person or damage to **Property**.

Section 3: Products Liability

The following conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements

What is covered

Significant Limitations and Exclusions

Scope of Cover

(1) All sums which **You** shall become legally liable to pay as damages including claimants' costs and expenses in respect of:

- (a) Accidental **Injury** to any person; and
- (b) Accidental physical loss of, or physical damage to, **Property**,

caused by any **Goods** occurring anywhere within the Geographical Limits given below during the **Policy Period** stated in the **Schedule** which arises in connection with the **Business**.

(2) All costs and expenses incurred by **You** (except as described in 3 below) with **Our** written consent in respect of any claim against **You** which may be covered by this Policy.

(3) The payment of legal and other defence fees incurred with **Our** written consent up to a limit of £50,000 arising out of any one occurrence for **Your** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which an **Employee** or principal including a director, partner, or senior official, of **Yours** has been requested to give evidence and at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **Injury** or loss of or damage to **Property** in respect of any **Goods**.

We shall not cover **You** under this Section in respect of liability:

- (a) caused by, or in connection with, any **Goods** which to **Your** knowledge are for export to, or use in, the United States of America or Canada;
- (b) caused by any **Goods** in the custody or control of **You**;
- (c) the amount shown as **Excess** in the **Schedule**.

Limits of Liability

The most **We** will pay under this Section (including any extensions) for damages in respect of any one claim against **You** or series of claims against **You** arising out of one occurrence shall not exceed in the aggregate the **Limits of Liability** stated in the **Schedule**.

Any costs and expenses incurred by **You** in respect of this Section under this Policy will be payable in addition to the **Limits of Liability** stated in the **Schedule**.

Geographical Limits

Anywhere in the world other than at **Your** premises during the **Policy Period** stated in the **Schedule** and caused by any **Goods**.

Section 3: Products Liability - Extensions

The following Extensions only apply if this Section is operative and if specified in the **Schedule**, and are in addition to the General Extensions on page 22 and 23.

What is covered

Significant Limitations and Exclusions

1. CONSUMER PROTECTION ACT AND FOOD SAFETY ACT

We will cover **You**, and at **Your** request any principal, including any director, partner, senior official, or any **Employee** of **Yours**, under this Section 3 Extension, for legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 and Sections 7 and 8 of the Food Safety Act 1990, including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection.

Provided that:

- (a) the proceedings relate to an offence alleged to have been committed during the **Policy Period** stated in the **Schedule** and in the course of the **Business**;
- (b) the principal, including a director, partner or senior official, or **Employee** shall as though they were **You** be subject to the terms, conditions, exclusions and limitations of this Policy insofar as they can apply.

We shall not cover **You** in respect of:

- (a) fines or penalties of any kind;
- (b) any proceedings arising from circumstances for which insurance is already provided by any other policy;
- (c) proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this Section 3 Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
- (d) proceedings which arise out of any activity or risk excluded from this Policy.

General Extensions

These apply to all Sections of this Policy unless otherwise stated.

What is covered

Significant Limitations and Exclusions

1. INDEMNITY TO PRINCIPAL

We will cover any principal under Sections 1 and 2 against liability in respect of **Injury** or loss of, or damage to, **Property**, to the extent that any contract or agreement entered into by **You** with any principal so requires.

Provided that:

- (a) payment would have been made by **Us** had a claim been made against **You**;
- (b) the principal shall observe fulfil and be subject to the terms, conditions, exclusions and endorsements of this Policy as far as they can apply;
- (c) No payment will be made by **Us** in respect of liquidated damages or under any penalty clause;
- (d) payment made by **Us** under Section 1 shall only apply in respect of liability to any person who is an **Employee**.

2. CROSS LIABILITIES

If **You** are comprised of more than one party, **We** will under Sections 2, 3 and 4 make payment to each party in the same manner and to the same extent as if separate Policy had been issued to each party.

Nothing in this Extension shall increase the **Limits Of Liability** of the operative Section(s) stated in the **Schedule**, regardless of the number of persons claiming to be insured by this Policy.

3. HEALTH AND SAFETY AT WORK AND CORPORATE MANSLAUGHTER

We will cover **You** and at **Your** request any director, partner, senior official or **Employee** of **Yours**, in respect of legal costs and expenses incurred with **Our** written consent in the defence of any prosecution or (subject to the provisions below) incurred in connection with appeal against conviction arising from such prosecution under the provisions of:

- (1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;
- (2) the Corporate Manslaughter and Corporate Homicide Act 2007.

Provided that the proceedings relate to an offence alleged to have been committed during the **Policy Period** and in the course of the **Business**, and where there is also a claim or potential claim for damages against **You** or any of the additional persons insured **You** are entitled to cover under this Policy.

We will only pay the costs and expenses of legal representation for an appeal against conviction if:

- (a) any related claim against **You** for damages remains unsettled; and
- (b) in the opinion of the legal representatives acting for **You** an appeal is more likely than not to succeed; and

We will not cover **You** in respect of:

- (a) fines or penalties of any kind, remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution, including any fee for intervention;
- (b) any circumstances for which cover is provided by any other insurance;
- (c) proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
- (d) proceedings which arise out of any activity or risk excluded from this Policy.

If a claim for damages is settled or is withdrawn, **We** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment.

What is covered

Significant Limitations and Exclusions

General Extensions - continued

- (c) the total amount of any damages likely to be awarded against you exceeds the total cost of legal representation for an appeal.

The most **We** will cover **You** for in respect of all such legal costs and expenses in respect of each and every prosecution, arising out of one occurrence shall not exceed £1,000,000 regardless of the number of offences alleged against **You**

We will only pay the costs and expenses of legal representation for an appeal against conviction if:

If a claim for damages is settled or is withdrawn, **We** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment.

4. COURT ATTENDANCE COSTS

If any of the people mentioned below attend court as a witness at **Our** request, in connection with a claim in respect of which **You** are entitled to insurance under this Policy, **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required:

- (a) £250 for **You** or any of **Your** directors or partners;
- (b) £100 for any **Employee**.



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