



# Just Motorsport

## MOTORSPORT SCHEDULE

Policy No:	265283	UMR : B6991SC02013S01
Insured:	Association of Performance Driving Instructors	
Address of Insured:	c/o MORIS Minster House 42 Mincing Lane London EC3R 7AE	
Business of Insured:	Organisation for advanced driving instruction	
Broker:	Perkins Slade Ltd	
Period of Insurance:	01 March 2014 to 28 February 2015 both dates inclusive	
Limits of Indemnity:		
Employers Liability	GBP	Not covered any one occurrence or series of occurrences arising out of one original cause
Public Liability	GBP	5,000,000 any one accident or series of accidents arising out of one original cause
Products Liability	GBP	Not covered in the aggregate any one period of insurance
Premium		
Employers Liability	GBP	0.00
Public / Products Liability	GBP	1,500.00 Adjustable
Insurance Premium Tax	GBP	90.00
Total	GBP	1,590.00
Excess	GBP 500 each and every loss	
Territorial Limits:	UK, Channel Islands and Isle of Man	
Wording Applicable:	General Motorsport Wording	Underwriters: R&Q S1991 Management Services Limited
Endorsements as Attached:	<b>Motorsports Conditions</b>	

Signed: \_\_\_\_\_



4 March 2014 at R&Q S1991 Management Services Limited  
Fountain House, 130 Fenchurch Street, LONDON, EC3M 5DJ

## **Motorsports Conditions** (applicable to the Public Liability Section only)

It is a condition precedent to liability that you ensure that

- A ) No alcohol is sold or supplied during any event to any **participant** or **official**
- b) No **participant** or **official** who is intoxicated is allowed to partake or officiate in any insured activity
- c) All spectators are separated from the trackside
- d) The track is marshalled at all times during all insured activities
- e) **Participants** wear helmets gloves and overalls during any insured activity
- f) Adequate first aid and medical facilities are kept available for use
- g) Fuel is kept in a safe environment and any refuelling takes place in a safe environment away from spectators and any participants who are not directly involved in the refuelling process

We shall not be liable in respect of

- a) bodily injury to track marshalls or caused by one **participant** to another **participant** during any insured activity
- b) Damage occurring to the road ,track, circuit or other race surface or any equipment or circuit furniture whether hired or otherwise used for the purpose of the insured events

For the purposes of this endorsement, the following definitions apply

**Participant** Any rider, passenger, driver, co-driver or navigator or any other person who has been granted permission to enter a **restricted area**

**Official** - Any person appointed by you to carry out official duties during the insured activities

**Restricted Area** - Any area requiring authorisation or permission to enter or any area where admission by spectators is prohibited including but not limited to the racing surface and pit area



# Just Motorsport

JUST  
UNDERWRITING  
MOTORSPORT

GENERAL MOTORSPORT WORDING UK



## IMPORTANT NOTICE

In this Important Notice the following expressions have the following meanings

- (a) "We" and "our" refers to R&Q S1991 Management Services Limited t/as Just Underwriting Motorsport on behalf of Syndicate 1991 at Lloyd's.
- (b) "You" and "your" refer to the addressee of this contract.

Please read this policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, exclusions and conditions. Contact Just Underwriting Motorsport immediately if any corrections are necessary.

Any enquiries you may have regarding your policy may be addressed either to Just Underwriting Motorsport or the insurance broker who arranged the policy for you or directly to Just Underwriting Motorsport.

Any notices and documents that you are required to send to Syndicate 1991 at Lloyd's under the terms of the Policy should be addressed to Just Underwriting Motorsport, 5<sup>th</sup> Floor, Fountain House, 130 Fenchurch Street, London, EC3M 5DJ. (or such other address that you are notified of from time to time).

### CERTIFICATE PROVISIONS

1. It is important to note that R&Q S1991 Management Services Limited t/as Just Underwriting Motorsport acts as agent of the Underwriters in respect of this insurance.
2. In the event of a general enquiry or query relating to your policy you, the Insured, should in the first instance contact the insurance broker who arranged this insurance or the Coverholder at the address below:

R&Q S1991 Management Services Ltd,  
5<sup>th</sup> Floor, Fountain House,  
130 Fenchurch Street,  
London,  
EC3M 5DJ

3. In the event of a claim, or any circumstance that is likely to result in a claim, you must immediately notify the following:

New Claims Team  
Knowles Loss Adjusters Ltd  
17 President Buildings  
Savile Street East  
Sheffield S4 7UQ

Tel: 0114 275 7030  
Email: [Sheffield@k-l-a.co.uk](mailto:Sheffield@k-l-a.co.uk)

For serious bodily injury/fatalities please contact Simon Smith on 0207 608 1891

#### **For Ministry of Justice (MOJ) Portal Claims**

Please refer to Page 10 for a detailed explanation of the processing of Portal claims.

4. This policy is insured 100% by Syndicate 1991 at Lloyd's so, in the event that you wish to make a formal complaint you should contact the Compliance Manager at Lloyd's Syndicate 1991 using one of the following options:
  - a) In writing (letter or email) to the address shown below; or
  - b) By telephone to the telephone number shown below; or
  - c) Face to face (should you wish to speak to someone face to face, please telephone Lloyd's Syndicate 1991 at the number shown below and this will be arranged).

The Compliance Manager  
Syndicate 1991  
R&Q Managing Agency Limited  
5<sup>th</sup> Floor,  
Fountain House,  
130 Fenchurch Street,  
London,  
EC3M 5DJ.

Email: [syndicate1991@rqih.com](mailto:syndicate1991@rqih.com)  
Tel +44 (0)20 7 977 0876

Once your complaint is received Syndicate 1991 shall attempt to respond within 10 working days from the date of receipt but in any event no later than the response time stipulated by any instructions received from the relevant UK regulator.

In the event that you remain dissatisfied you can refer the matter to Lloyd's. Their address and contact details are as follows:

Policy Holder and Market Assistance  
Lloyd's Market Services  
One Lime Street  
London EC3M 7HA

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Tel: +44 (0)20 7327 5693  
Fax: +44 (0)20 7327 5225

Details of Lloyd's complaints procedures are set out in a leaflet "How We Will Handle Your Complaint" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints), and are also available from the above address.

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.

If you are seeking resolution as an individual acting for purposes outside their trade, business or profession, as a micro-enterprise (a smaller business that has a turnover or annual balance sheet of not more than two million euros and fewer than ten employees), a charity with less than £1m annual income or a trustee of a trust with net asset value of less than £1m. You may refer the matter to the following organisation:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Tel 0800 0234 567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## DATA PROTECTION ACT 1998

We have collected and may continue to collect certain information about individuals within or connected to your company and any subsidiaries ("data subjects") in the course of conducting our relationship with you. This information will be processed for the purpose of underwriting your insurance coverage, managing the policy, providing risk management advice and administering claims. We may pass the information to each other, our reinsurers, legal advisers, loss adjusters or agents for these and other purposes. This may involve its transfer to countries, which do not have data protection laws.

If your policy includes motor cover, your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If data subjects are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to ascertain relevant policy information.

Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

You can find out more about this at [www.miic.org.uk](http://www.miic.org.uk)

Some of the information we collect may be classified as 'sensitive' – that is, information about disciplinary proceedings, convictions, sentences or alleged criminal activities.

Data subjects have a right of access to, and correction of, information that we hold about them. If they would like to exercise either of these rights, they should contact the Data Protection Compliance Officer at:

## STATUTORY STATUS DISCLOSURE

R&Q S1991 Management Services Limited an appointed representative of R&Q Managing Agency Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## THE CONTRACT OF INSURANCE

The Named Insured having made to the Company a Proposal and declaration which shall be the basis of this contract and having paid or agreed to pay the premium to the Company the Company will provide the insurance indicated in the Policy Sections during the Period of Insurance stated in the Master Schedule or during any subsequent Period of Insurance for which the Company may accept payment subject to the terms conditions and exclusions contained herein or endorsed hereon

The Policy and the Proposal shall be read as one contract and unless otherwise stated any word or expression to which a particular meaning has been given in the general definitions or specific Section definitions in this Policy shall bear the same meaning wherever it appears in the Policy or specific Section respectively and unless the context requires otherwise

- (a) the singular includes the plural and vice versa
- (b) the male gender includes the female and neutral genders
- (c) person includes a body corporate

## GENERAL DEFINITIONS

### 1. Abuse

The word 'Abuse' shall mean any illegal or offensive act or omission that results in the maltreatment of a person and which may be of (but not limited to) a physical sexual verbal psychological or emotional or financial nature

### 2. Agent

The word 'Agent' shall mean any person company firm or subcontractor directly appointed by the Insured to act on their behalf

### 3. Bodily Injury

The words 'Bodily Injury' shall mean

- (a) death injury disease or illness of any person
- (b) mental injury or mental anguish and shock that results in a recognisable psychiatric injury

### 4. Business

The word 'Business' shall mean the business described in the Master Schedule carried on by the Named Insured at or from premises within the Territorial Limits and shall include

- (a) the ownership and/or occupancy of the property by the Named Insured
- (b) the provision and management by the Named Insured of catering sports social welfare and educational organisations fire first aid medical dental ambulance and security services

### 5. Claim Investigation Expenses

The words 'Claim Investigation Expenses' shall mean costs and expenses incurred by the Company or on its behalf by a third party in connection with the investigation handling and/or control of any claim but for the avoidance of doubt does not relate to claimants defence costs and expenses or other prosecution defence costs as indemnified under this Policy

### 6. Company

The word 'Company' shall mean R&Q S1991 Management Services Ltd and/or R&Q Managing Agency Ltd being the managing agent of Syndicate 1991 at Lloyd's

**7. Compensation**

The word 'Compensation' shall mean compensatory damages imposed by law including interest which may be awarded on such damages

**8. Computer and Telecommunication Equipment**

The words 'Computer and Telecommunication Equipment' shall mean a network of machine components microprocessors computer chips or other computerised or electronic components or equipment capable of accepting information processing it according to a plan and producing the desired results Computer and Telecommunication Equipment includes fixed disks and tape drives printers visual display unit screens modems personal computers remote terminals interconnection wiring and telecommunication equipment

**9. Computer Fraud**

The words 'Computer Fraud' shall mean the dishonest or fraudulent electronic transfer through use of any computer system of Money securities or property or any other pecuniary advantage or financial benefit to the deprivation of a Third Party and for the purposes of this definition

'securities' means negotiable and non-negotiable instruments or contracts representing either money or other property

'property' means tangible property other than Money or securities

Money shall include electronic cash equivalents

Computer Fraud shall not include Computer Misuse

**10. Computer Misuse**

The words 'Computer Misuse' shall mean deliberate or accidental misuse abuse or contamination or corruption of hardware equipment software programs data records or information in relation to any computer

Computer Misuse shall include but not be limited to the modification destruction or theft of data or information entrusted to the Insured by the Insured's customers or suppliers that is held on the Computer or Telecommunication System

Computer Misuse shall not include Denial of Access and Computer Fraud

**11. Computer or Telecommunication System**

The words 'Computer or Telecommunication System' shall mean

(a) Computer and Telecommunication Equipment and tapes disks CD's or other magnetic or optical storage devices and Ancillary Equipment that form part of a computer network used for any purpose other than as stated in (b) hereunder owned leased or rented by the Named Insured or for which they are legally responsible

(b) Computer and Telecommunication Equipment and tapes disks CD's or other magnetic or optical storage devices and Ancillary Equipment that form part of a computer network owned leased or rented by the Named Insured or for which they are legally responsible used for the purpose of operating or controlling machinery or equipment

**12. Computer Virus**

The words 'Computer Virus' shall mean a piece of code that is designed to corrupt and which has the effect of corrupting (and may destroy alter contaminate or degrade the integrity quality or performance of) data or any computer application software computer network or computer operating system and related software

**13. Cybermedia**

The word 'Cybermedia' shall mean the internet usenet any extranet the world wide web any web-site e-mail or any bulletin board chatroom or newsgroup

**14. Excess**

The word 'Excess' shall mean the amount for which the Named Insured is responsible the application of which is further defined in General Exclusion 3

**15. Denial of Access**

The words 'Denial of Access' shall mean the inability of a Third Party who is authorised to do so by the Named Insured

(a) to gain access to the Computer or Telecommunication System

and / or

(b) to be able to use the Computer or Telecommunication System to communicate with other computers or computer networks

through the use of Cybermedia in a manner in which the Third Party is legally entitled

**16. Employee**

The word 'Employee' shall mean any

(a) person under a contract of service or apprenticeship with the Named Insured

(b) labour only sub-contractor or labour master or any person supplied by them

(c) self-employed person providing labour only

(d) person hired to or borrowed by the Named Insured

(e) person under work experience or similar schemes

(f) Official or volunteer worker

whilst working directly for the Named Insured in connection with the Business

**17. Event**

The word 'Event' shall mean an occurrence or series of occurrences consequent on or attributable to one source or original cause giving rise to indemnity under this Policy

**18. Hacking Event**

The words 'Hacking Event' shall mean an attack which allows unauthorised access to the Computer or Telecommunication System by electronically circumventing the security systems and procedures

**19. Inception Date**

The words 'Inception Date' shall mean the date on which the Policy becomes effective

**20. Infringement of Intellectual Property Rights**

The words 'Infringement of Intellectual Property Rights' shall mean

(a) the infringement or violation of any

copyright patent  
title slogan trade mark trade name trade dress service mark service name  
registered design  
trade secrets  
moral rights  
database rights  
semiconductor topography rights  
or other intellectual property rights or laws

(b) plagiarism or any act of passing off or unauthorised use or appropriation of confidential information or domain name or metatag or Uniform Resource Location



**21. Injury**

The word 'Injury' shall mean

- (a) Bodily Injury
- (b) false arrest wrongful detention or false imprisonment or malicious prosecution of any person
- (c) wrongful entry or eviction or other invasion of the right of private occupancy

**22. Insured**

The word 'Insured' shall include

- (i) the Named Insured
- (ii) at the request of the Named Insured
  - (a) any director partner Employee or volunteer worker of the Named Insured in respect of liability for which the Named Insured would have been entitled to indemnification under this insurance if the claim had been made against the Named Insured
  - (b) any officers committees or members of the catering sports social welfare health and safety and educational organisations fire first aid medical dental ambulance and security services owned by the Named Insured in their respective capacities as such
  - (c) any officers or trustees of the Named Insured's pension scheme(s)
  - (d) any Participant whilst physically participating in an Insured Activity
  - (e) the Landowner in respect of liability for which the Named Insured would have been entitled to indemnification under this insurance if the claim had been made against the Named Insured
- (iii) the legal personal representative of any party covered hereunder in accordance with paragraph (ii) above

Provided that

- (a) each party covered hereunder shall observe fulfil and be subject to the terms and conditions of the Policy insofar as they can apply
- (b) the Company's aggregate liability to all persons firms bodies corporate or entities comprising the Named Insured and any other party or parties shall not exceed any of the specified amounts detailed in the Schedules as sums insured or limits of indemnity or the amount of any other limit stated in the Policy

**23. Insured Activity**

The words 'Insured Activity' shall mean the organization of any motor sport meeting race practice qualifying demonstration or any other event including all support activities organized and approved by the Named insured held in conjunction with any meeting or race including non race activities and administrative functions approved by the Company

**24. Landowner**

The word 'Landowner' shall mean any person firm or authority (which term shall include any landowner any circuit owner any local or county authority or any Minister or Ministry of the National Government) whose permission is necessary for the holding of the Insured Activity

**25. Money**

The word 'Money' shall mean current coin bank and currency notes postal and money orders bankers drafts cheques giro drafts and payment orders travellers cheques crossed warrants bills of exchange current postage revenue and national insurance stamps stamped national insurance cards national savings certificates war bonds premium savings bonds franking machine impressions debit/credit/charge card sales vouchers luncheon vouchers trading stamps VAT input documents travel tickets travel warrants authenticated travel certificates telephone paycards and consumer redemption vouchers

**26. Named Insured**

The words 'Named Insured' shall mean persons firms bodies corporate or entities as specified in the Master Schedule or their legal personal representative

**27. Official**

The word 'Official' shall mean any person (and for the avoidance of doubt shall include any marshal) appointed by the Named Insured to carry out official duties during the Insured Activity

**28. Participant**

The word 'Participant' shall mean rider passenger driver co-driver or navigator and any other person who has been granted permission to enter the Restricted Area

**29. Period of Insurance**

The words 'Period of Insurance' shall mean the period stated in the Master Schedule (unless there is a renewal certificate applicable to the Policy in which case they shall mean the period stated in the latest renewal certificate)

**30. Policy**

The word 'Policy' shall mean this policy document comprising its general definitions conditions and exclusions and the Sections stated as operative in the Master Schedule and any Schedule and endorsement applicable thereto

**31. Proposal**

The word 'Proposal' shall mean all information provided and all statements or declarations made to the Company by or on behalf of the Named Insured

**32. Renewal Date**

The words 'Renewal Date' shall mean the first day immediately subsequent to the expiry of the Period of Insurance

**33. Restricted Area**

The word 'Restricted Area' means any area where admission by spectators is prohibited and requiring authorization or permission by the Named Insured to enter This area includes but shall not be limited to the racing surface and pit area

**34. Schedule**

The word 'Schedule' shall mean the Schedule to the Policy

**35. Territorial Limits**

The words 'Territorial Limits' shall mean as specified in the Motorsport Schedule

**36. Third Party**

The words 'Third Party' shall mean a person firm or company other than the Insured

## **GENERAL CONDITIONS**

**1. Condition Precedent**

The due observance of the terms provisions and amendments of this Policy by the Insured insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers and information supplied on or in connection with the Proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy.

2. **Misrepresentation and Fraud**

This insurance shall be voidable

- (a) if the Insured has concealed or misrepresented and/or failed to declare any fact or circumstance material to the insurance or its subject matter

or

- (b) if the Insured or anyone acting on the Insured's behalf has committed fraud attempted fraud or sworn falsely concerning this insurance or its subject matter

whether before or after loss

If the Insured notifies any claim knowing it to be false or fraudulent as regard amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited

3. **Alteration**

The Named Insured shall give notice to the Company as soon as reasonably practicable of any fact or event affecting the risks insured by this Policy which is considered to be material to the Company

4. **Assignment**

Assignment of interest under this insurance shall not bind the Company without its written consent

5. **Reasonable Care**

The Insured at its own expense shall

- (a) take all reasonable precautions to prevent or diminish losses or liability arising in connection with the insured risks
- (b) comply with all statutory obligations and regulations imposed by any authority

6. **Claims (Duties owed by the Insured)**

**Special Definition**

The words 'Letter of Claim' where used in this condition shall mean any request in writing indicating an intention to claim against the Insured that specifies sufficient information about the incident to enable it to be investigated and includes at least preliminary information as to the nature of the injury or damage sustained and as defined in any protocols issued under the Civil Procedure Rules (or any amendments or supervening legislation)

- (a) If circumstances should exist and/or on the happening of any Event which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company in writing
- (b) In respect of third party liability claims any pre-action Letter of Claim should be acknowledged or a preliminary response provided in accordance with and within the time period fixed for that purpose in the relevant protocol issued under the Civil Procedure Rules providing details of this Policy and a copy of both the pre-action Letter of Claim and the response shall be forwarded to the Company at the same time

(For avoidance of doubt in relation to a Letter of Claim in respect of personal injury this is within twenty-one days of receipt and in relation to a Letter of Claim in respect of defamation this is within fourteen days of receipt)

Following receipt by the Insured of a pre-action Letter of Claim the Insured shall within forty five days provide to the Company copies of all documents records and minutes of meetings necessary to consider the claim fully The Insured shall also give to the Company all such proofs and information with respect to any claim as the Company may require together with (if demanded) a statutory declaration of the truth of such claim and of any matters relating thereto

- (c) Every writ summons or claim form process impending prosecution notice requiring arbitration notice of an inquest or fatal accident inquiry in connection with any such circumstance or event aforesaid shall be immediately forwarded to the Company unacknowledged

- (d) Other than as prescribed in (b) within thirty days of any circumstance or Event aforesaid or such further time as the Company may in writing allow the Insured shall give full particulars of the circumstance or event
- (e) The Insured if required by the Company shall attend all proceedings and assist the Company in the giving of evidence and the attendance of witnesses and shall give the Company all information and assistance and do and concur in doing whatever the Company may require in connection with any circumstance event or claim
- (f) The Insured shall bear their own costs and expenses under this Condition unless specific cover is provided within any Section of the Policy
- (g) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the prior written consent of the Company

#### **New Portal Claims (Duties owed by the Insured)**

For claims arising in England and Wales on or after the 31<sup>st</sup> July 2013 new processes apply for most low value Employers Liability and Public Liability claims whereby the claims will be handled through a web based portal on behalf of the Ministry of Justice.

Insured's are required to advise enquiring Claimants and/or Claimants' representatives of the identity of their Employers Liability Insurers or Public Liability Insurers who are on risk for the date of incident/accident.

In addition, there is a very strict and tight time constraint if an Insured receives a Claim Notification Form (CNF) direct from the Claimant's representatives. The requirement is that an acknowledgement (which must be by email) is immediately sent to the Claimant or Claimant's representatives by the next working day after receipt of the CNF. The acknowledgement must also confirm that the CNF has been passed to Woodgate & Clark (Underwriters third party administrators).

It is anticipated Claimant and/or Claimant's representatives may be able to identify Woodgate & Clark as the relevant Claims Administrators under the Portal Scheme and, if this is the case, they will send an electronic Claim Notification Form to Woodgate & Clark Portal Account when Woodgate & Clark will acknowledge the CNF and commence the process immediately.

However, the Claimant and/or Claimant's representatives are still required to send a "Defendant Only Claims Notification Form" to you for information purposes only. If the Notification is marked "Defendant Only CNF" you do not need to take any action other than to prepare all available documentation on the accident for Knowles Loss Adjusters.

Once a claim has been acknowledged Woodgate & Clark and Knowles Loss Adjusters (their representative) will only have a limited number of days to investigate and determine whether liability should be accepted or denied. It is therefore vital that full co-operation and assistance is provided to Knowles Loss Adjusters so that they can complete their investigation within the very tight time constraints. Furthermore, in the event that acceptance of the claim is made through the Portal then loss of earnings details must be provided within 20 days on Employers Liability claims. It is therefore vital that, when applicable, loss of earnings details are provided as soon as it has been agreed to make a settlement offer to the Claimant.

Please note your failure to report a claim or potential claim immediately, or to provide our appointed claims administrators (Woodgate & Clark and their representative Knowles Loss Adjusters) with full cooperation in the claims investigation process and provision of all requested documents within the timeframe specified by them could result in the support from this policy being withdrawn

#### **7. Claims (Company's rights)**

- (a) The Company may
  - (i) investigate handle and control any claim notified to it at its absolute discretion and may settle compromise or make ex-gratia payments in respect thereof and generally conduct any proceedings process or actions related to such claim as it deems appropriate and the costs incurred by the Company in this undertaking (including Claim Investigation Expenses) shall be subject to any Excess shown in the relevant Section Schedule under which the claim is being brought by the Insured irrespective of whether an indemnity is subsequently provided to the Insured in respect of such claim
  - (ii) at its discretion take over and control the legal representation of the Insured at any inquest inquiry or other proceedings in any Court concerning any matter that has or may give rise to a claim hereunder and/or the defence and settlement of any claim The Company shall conduct such representation and defence and settlement of claims as it sees fit so to do In the event that the Company makes any payment the Insured will on demand pay to the Company the amount of the Excess applicable

- (b) In respect of any applicable specified amount detailed in the Schedules as limit(s) of indemnity or the amount of any other limit stated in the Policy the Company may at any time pay to the Insured the amount of such specified (less any sum already paid and less the amount of any Excess) or any lesser amount for which any claim or claims can be settled (or where no such limit applies pay the amount for which any claim or claims can be settled less any sum already paid and less the amount of any Excess) and shall then cease to have the conduct and control of the negotiations actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment for which the Company is liable hereunder. The Company shall not be responsible for any loss which the Insured may claim to have sustained by reason of the Company having acted in such a way.

**8. Subrogation**

The Company shall be subrogated to all the Insured's rights of recovery against any person or organisation or after any claims payment under this insurance and the Insured shall provide all relevant information and assistance in this regard. Any recovery made shall be applied first to the Company's outlay and then to the Insured's Excess in priority to any outstanding uninsured loss of the Insured in the absence of agreement to the contrary.

The Company shall not exercise said rights against any Employee of the Insured unless the claim in question has been brought about or contributed to by the dishonest fraudulent criminal or malicious act error or omission of the Employee.

**9. Non-Contribution**

If at the time any claim arises under this Policy there be any other insurance effected by or on behalf of the Insured covering the same property and/or same liability and/or same protection the Company will not be liable to pay or contribute except in respect of any excess beyond the maximum amount which would be payable under such other insurance had this Policy not been effected.

**10. Arbitration**

If any difference shall arise between the Company and the Insured as to the amount to be paid under this Policy (liability being otherwise admitted) such difference (provided it does not concern the interpretation of the terms of the Policy) shall be referred to an arbitrator to be appointed by the parties in accordance with the Statutory provisions for the time being in force. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.

**11. Policy Interpretation**

The parties to this contract are able to choose the law applicable to this Policy and they agree that the Policy and any dispute concerning its interpretation or application is to be subject to and to be construed in accordance with English law. Each party agrees to submit if required to the jurisdiction of any Court of competent jurisdiction within England and to comply with all requirements necessary to give such Court jurisdiction.

**12. Cross Liabilities**

Where the Named Insured comprises more than one party the Company will indemnify each Named Insured to whom this Policy applies in the same manner and to the same extent as if a separate Policy had been issued to each provided that the total amount payable shall not exceed the specified amount detailed in the Schedules or elsewhere in the Policy as the Limit of Indemnity regardless of the number of parties claiming to be indemnified.

Provided that

- (a) The Company shall not indemnify the Named Insured against liability for which an indemnity is or would be granted under any Employers' Liability insurance but for the existence of this Policy.
- (b) In respect of claims under the Professional Indemnity Section (where operative) this condition will only apply where the claim does not emanate originally from the Named Insured.

**13. Contracts (Rights of Third Parties) Act 1999**

A person firm body corporate or entity who is not the Named Insured has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

**14. Premium Adjustment**

Where in the Master Schedule any Section of this Policy is shown to be subject to a premium adjustment the Named Insured shall within one month of the expiry of the Period of Insurance forward to the Company such

information as the Company may require The Company shall thereupon adjust the premium subject to any minimum premium specified by the Company

**15. Cancellation**

This insurance or any cover included herein may be cancelled at any time by the Company by giving at least thirty days notice by Recorded Delivery letter to the Named Insured at the last known address The Named Insured shall be entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance

Where the premium payable is subject to an instalment plan and the deposit premium has not been paid to the Company within a specified time from the commencement of the Period of Insurance the Policy shall be treated as cancelled from such commencement date

**16. Risk Improvements**

Any risk improvements deemed necessary by the Company following the Company's survey or surveys of the risk shall be complied with and implemented within the time specified by the Company

Failure to comply may result in cover being withdrawn, amended or limited

The Company reserves the right to review all the terms and conditions of the Policy following the survey or surveys

**17. Jurisdiction**

Any indemnity provided by this Policy in respect of legal liability to pay Compensation (including claimants costs and expenses) shall operate in accordance with the law of any country but not in respect of any judgement award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award payment or settlement either in whole or in part) unless the Named Insured has requested that there shall be no such limitation and has accepted the terms of the North American Jurisdiction extension clause which may form part of any Section of this Policy and has agreed to pay any additional premium required by the Company

Provided that the indemnity provided by the Employers' Liability Section where operative will not apply to any action for Compensation brought against the Insured in any court outside the European Union

**18. Abuse**

*This condition shall apply in respect of the Public and Products Liability Section where insured*

In respect of any legal liability (and or prosecution defence costs and expenses in so far as indemnity is provided under the Public and Products Liability Section) directly or indirectly resulting from caused by contributed to attributed to or in any way related to Abuse it is understood and agreed that

(a) Any of the specified amounts detailed in the Schedules as limits of indemnity or the amount of any other limit stated in the Policy shall (where not already so stated) be the total amount payable in the aggregate in respect of all claims during any one Period of Insurance and which amount shall be inclusive of all claimants' and defence costs and expenses to the extent indemnified for (and in respect of the Public and Products Liability Section prosecution defence costs and expenses to the extent indemnified for)

(b) Where legal liability is not attributable to a single identifiable event that occurs at a single fixed time and place then for the purpose of what constitutes one claim in respect of the provision of indemnity under this Policy and the application of the Excess and inter alia paragraph (a) of General Exclusion 5 all occurrences of Abuse suffered by any individual Third Party claimant committed during the Period of Insurance shall be considered individually as one claim

For the purposes of this condition the reference to Period of Insurance shall include any period prior to the Period of Insurance where the insurance is subject to a retroactive date provision, which relates to a period prior to the Period of Insurance during which any act or omission giving rise to indemnity under the insurance may have been committed

**19. Sanction Limitation and Exclusion Clause**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## GENERAL EXCLUSIONS

The Company shall not be liable

### 1. War and Allied Risks Dispossession of Property Radioactive Contamination

in respect of any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of:

- (a) War invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

Notwithstanding this exclusion it is agreed that in respect of the insurance provided under the Employers' Liability Section where operative indemnity shall continue to satisfy the requirements of the relevant law applicable in Great Britain Northern Ireland the Isle of Man the Island of Guernsey the Island of Jersey or the Island of Alderney or where so extended to offshore installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies

- (b) permanent or temporary dispossession of any property resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority

but in respect of Bodily Injury sustained by an Employee this exclusion shall apply only when the Insured under a contract or agreement has undertaken either to indemnify another party or to assume the liability of another party in respect of such Bodily Injury

#### Note

General Exclusions 1(a) and 1(b) shall not apply to the extent required to satisfy the Road Traffic Acts

### 2. Radioactive Contamination

in respect of any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of

- (i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

but in respect of Bodily Injury sustained by an Employee this exclusion shall apply only when the Insured under a contract or agreement has undertaken either to indemnify another party or to assume the liability of another party in respect of such Bodily Injury

#### Note

General Exclusions 1(a) and 1(b) shall not apply to the extent required to satisfy the Road Traffic Acts

### 3. Liability Coverages - Terrorism

under the

- (a) Employers' Liability Section  
(b) Public and Products Liability Section  
(c) Professional Indemnity Section

where operative or any Optional Extension Clauses or endorsements attaching thereto or under any Difference in Conditions or Limits Provision of the Policy where operative for legal liability loss damage cost or expense of whatsoever nature directly or indirectly caused or occasioned by or arising from a Terrorist Act or any action taken in controlling preventing suppressing or in any way relating to a Terrorist Act except to the extent stated in the Special Provision – Employers' Liability Section below

In any action suit or other proceedings where the Company alleges that by reason of the term "Terrorist Act" any legal liability loss damage cost or expense of whatsoever nature is not covered by this Policy the burden of proving that such legal liability loss damage cost or expense is covered shall be upon the Insured

**For the purposes of this exclusion:**

The words "Terrorist Act" shall mean an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes

The words 'Difference in Conditions or Limits Provision' shall mean any provision contained within the Policy which provides that should any policy issued to indemnify any subsidiary company of the Named Insured which operates from premises outside Great Britain Northern Ireland the Channel Islands or the Isle of Man (hereinafter called the "Locally Issued Policy") by virtue of its scope of cover or definitions or conditions not indemnify the Insured in whole or in part in respect of legal liability loss damage cost or expense as insured under the Policy then the Policy subject to its terms and conditions shall provide indemnity to the extent that such indemnity is not provided by the relevant Locally Issued Policy but which would have been provided had the Locally Issued Policy followed the terms and conditions of this Policy

#### **Special Provision – Employers' Liability Section**

Subject otherwise to the terms conditions and exclusions of the Policy the terrorism exclusion stated above shall not apply and indemnity shall continue to operate to the extent provided for as follows

the insurance provided under the Employers' Liability Section where operative shall continue to satisfy the requirements of the relevant law applicable in Great Britain Northern Ireland the Isle of Man the Island of Guernsey the Island of Jersey or the Island of Alderney or where so extended to offshore installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies

Provided that the Limit of Indemnity in this respect shall be reduced to £5,000,000 any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause inclusive of all claimants' and defence costs and expenses and not for the amount stated in the Section Schedule

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

#### **4. Excess**

in respect of the amounts stated in any Schedule as a Excess for the first part of each and every claim hereunder under one or more Sections of this Policy in respect of an Event as ascertained after the application of the terms conditions and provisions of this Policy including any condition of average and which shall apply to costs and expenses incurred by the Company in investigating such claim irrespective of whether an indemnity is subsequently provided to the Insured

For the purpose of the application of the Excess it is agreed that

- (a) in respect of the Public and Products Liability Section and Professional Indemnity Section where insured

All claims attributable to

- (i) the same act or omission  
(ii) a series of acts or omissions consequent upon or attributable to the same original cause or source

will be regarded as one claim for which the Company's liability shall not exceed any of the specified amounts detailed in the Schedules as limits of indemnity or the amount of any other limit stated in the Policy

The amount of the Excess shall form part of such limit of indemnity and for the avoidance of doubt the limit of indemnity shall not apply in excess of the amounts stated as a Excess

#### **5. Cyber Risk – Third Party**

in so far as indemnity would otherwise be provided under the Public and Products Liability Section Professional Indemnity Section where operative or any Optional Extension Clauses or endorsements attaching thereto in respect of all sums which the Insured shall become legally liable to pay as Compensation and claimants' and defence costs and expenses for and arising out of

- (a) **Defamation and Intellectual Property Rights**

- (i) Defamation or malicious falsehood including libel slander injurious falsehood trade libel slander of title slander of goods or disparagement of goods



- (ii) Infringement of Intellectual Property Rights

which is committed or occasioned through the use of Cybermedia

(b) **Personal Rights**

- (i) Infringement of any right to privacy (other than in relation to Data Protection) including privacy in photographs and films or rights under the European Convention on Human Rights
- (ii) Breach of confidence or unauthorised disclosure
- (iii) Unfair treatment that is based on a person's age ethnic background marital status nationality physical or mental disability race colour religion sex or sexual orientation

which is committed or occasioned through the use of Cybermedia

(c) **Computer Virus**

Transmission of any Computer Virus through the use of Cybermedia but this exclusion shall not apply to Bodily Injury or physical damage to tangible property including any resulting loss of use of that property other than

- (i) physical damage to hardware and ancillary equipment and
- (ii) for the avoidance of doubt loss destruction of corruption of or damage to software programs data or information

in relation to any computer

(d) **Data Protection**

Contravention of the requirements of the Data Protection Act 1998 which is committed or occasioned through the use of Cybermedia

(e) **Computer Fraud and Computer Misuse**

Computer Fraud or Computer Misuse committed or occasioned through the use of Cybermedia but in respect of Computer Misuse this exclusion shall not apply to Bodily Injury or physical damage to tangible property including any resulting loss of use of that property other than

- (i) physical damage to hardware and ancillary equipment and
- (ii) for the avoidance of doubt loss destruction of corruption of or damage to software programs data or information

in relation to any computer

(f) **Denial of Access**

- (i) Denial of Access

6. **Punitive and other non compensatory Damages**

in respect of

- (a) exemplary damages
- (b) punitive damages
- (c) aggravated damages
- (d) liquidated damages or damages by way of penalty or fine
- (e) damages resulting from the multiplication of compensatory damages or any payment similar in nature to any of (a) (b) (c) or (d) above

7. **Liability Coverages - Asbestos**

in so far as indemnity would otherwise be provided under the Public and Products Liability Section where operative or any Optional Extension Clauses or endorsements attaching thereto in respect of legal liability

inclusive of claimants' and defence costs and expenses directly or indirectly resulting from caused by contributed to attributed to or in any way related to

- (a) the actual alleged or threatened absorption ingestion or inhalation of asbestos in any form by any person
- or
- (b) the existence of asbestos in any form

#### 8. **Liability Coverages – Silica**

in so far as indemnity would otherwise be provided under the Public and Products Liability Section where operative or any Optional Extension Clauses or endorsements attaching thereto in respect of legal liability inclusive of claimants' and defence costs and expenses arising out of an Event occurring within the United States of America its territories and possessions Puerto Rico and Canada directly or indirectly resulting from caused by contributed to attributed to or in any way related to

- (a) the actual alleged or threatened absorption ingestion or inhalation of
    - (i) silica in any form by any person or
    - (ii) silica in any form in combination with other particulate suspension(s) or dust(s) by any person
- or
- (b) the existence of silica in any form or in combination with other particulate suspension(s) or dust(s)

## **EMPLOYERS' LIABILITY SECTION**

### **DEFINITION**

In this Section the following term shall have the following meaning

#### 1. **Offshore Work**

The words 'Offshore Work' shall mean visits or work undertaken by an Employee from the time the Employee embarks into a conveyance whether airborne or waterborne for transport to an offshore installation or associated structure until such time as the Employee disembarks from the conveyance onto land upon his return from such installation or associated structure

The words 'Offshore Installation' and 'Associated Structure' shall have the same meanings as they are interpreted in the Mineral Workings (Offshore Installations) Act 1971 and the Offshore Installations (Application of the Employers' Liability (Compulsory Insurance) Act 1969) Regulations 1975

## **EMPLOYERS' LIABILITY SECTION**

### **COVER**

#### 1. **Bodily Injury**

The Company will indemnify the Insured subject to the Limit of Indemnity stated in the Schedule against legal liability to pay Compensation for Bodily Injury sustained by any Employee arising out of and in the course of employment by the Insured in connection with the Business and caused during the Period of Insurance within

- (a) Great Britain Northern Ireland the Isle of Man or the Channel Islands and offshore installations in territorial waters around Great Britain and its continental shelf
- (b) elsewhere in the world where any Employee normally resident in the territories stated in (a) above is temporarily working in connection with the Business

**2. Claimants' Costs and Expenses**

The Company will indemnify the Insured subject to the overall Limit of Indemnity stated in the Schedule against legal liability for claimants' costs and expenses in connection with the indemnity provided under clause 1 of the Cover

**3. Defence Costs and Expenses**

The Company will indemnify the Insured subject to the Limit of Indemnity stated in the Schedule in respect of all

- (a) costs of legal representation reasonably incurred with the Company's prior written consent at any
  - (i) coroner's inquest or other inquiry in respect of any death
  - (ii) proceedings in any court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings) in respect of any act or omission causing or relating to any occurrence
- (b) other costs and expenses reasonably incurred with the Company's prior written consent in relation to any matter which may be the subject of indemnity under clause 1 of the Cover

**4. Health and Safety at Work Act Prosecution Defence Costs**

The Company will indemnify the Insured subject to the Limit of Indemnity as stated in the Schedule in respect of legal costs and other expenses reasonably incurred with the Company's written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any similar UK health and safety legislation and regulations committed or alleged to have been committed during the Period of Insurance in the course of the Business

Provided that:

- (a) in relation to any appeal counsel has advised there is a 50% or more prospect of an appeal succeeding
- (b) the proceedings relate to the health safety or welfare of any Employee
- (c) the indemnity will not apply to
  - (i) Proceedings consequent upon any deliberate act or omission
  - (ii) Fines or penalties of any kind
  - (iii) Any circumstances where indemnity is provided by any other insurance or where but for the existence of this clause 4 of the Cover indemnity would have been provided by such other insurance

**5. Unsatisfied Court Judgements**

Where a judgement for damages has been obtained by any Employee or the legal personal representatives of any Employee in respect of Bodily Injury sustained by the Employee and caused during the Period of Insurance arising out of and in the course of employment by the Insured in connection with the Business against any company or person operating from or resident in premises within Great Britain Northern Ireland the Isle of Man or the Channel Islands in any court situate in the said territories and such judgement remains unsatisfied in whole or in part 6 months after the date of judgement then at the request of the Insured the Company will pay to the Employee or the said legal personal representatives subject to the Limit of Indemnity stated in the Schedule the amount of any such damages and awarded costs that remain unsatisfied

Provided that

- (a) There is no appeal outstanding
- (b) If any payment is made by the Company the Employee or the said legal personal representatives shall assign the judgement to the Company
- (c) All reasonable steps necessary to protect the ability to recover from the party against whom the judgement was obtained have been taken

**6. Compensation for Court Attendance**

Where at the request of the Company or their representatives any of the undermentioned persons attend a court or tribunal or other forum as a witness in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the following rates per day for each day or part thereof on which attendance is required

- |     |  |         |
|-----|--|---------|
| (a) | any principal partner or director of the Insured | £500.00 |
| (b) | any other Employee                               | £200.00 |

**7. Indemnity to Principal**

If the Insured so requests the Company will indemnify any principal for whom the Insured is carrying out work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured but only to the extent required by the terms and conditions of such contract or agreement

Provided that

- (a) Said principal shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply
- (b) The Company's aggregate liability to all parties comprising the Insured and the said principal shall not exceed the Limit of Indemnity

**8. Private Duties**

The definition of 'Business' extends to include the execution of private duties undertaken with the consent of the Insured by any Employee for any director partner or senior official of the Insured

**EMPLOYERS' LIABILITY SECTION**

**LIMIT OF INDEMNITY**

The Limit of Indemnity is stated in the Section Schedule and applies to the Compensation payable in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause and is inclusive of all claimants' and defence costs and expenses payable under Cover clauses 2 3 and 4

**EMPLOYERS' LIABILITY SECTION**

**CONDITION**

**Claims (Right of Recovery)**

The indemnity provided by 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 Isle of Man and the Channel Islands but the Insured shall repay to the Company all sums paid by the Company which they would not have been liable to pay but for the provision of such law

**EMPLOYERS' LIABILITY SECTION**

**EXCLUSIONS**

The Company shall not be liable to indemnify the Insured in respect of

- 1. any amount payable under workmen's compensation social security or health insurance legislation save for any compensation recovery unit payments that may be required by the Social Security Acts 1989 and 1990
- 2. Any claim arising directly or indirectly out of Offshore Work

3. any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation

## **PUBLIC AND PRODUCTS LIABILITY SECTION**

### **DEFINITIONS**

In this Section the following terms shall have the following meanings

1. **Damage**

The word 'Damage' shall mean

- (a) Physical loss of or damage to tangible property including attendant loss of use of such property
- (b) Nuisance trespass or interference with any easement right of air light water or way

2. **Financial Loss**

The words 'Financial Loss' shall mean financial loss unaccompanied by either

- (a) Injury  
Or
- (b) Damage

3. **Products**

The word 'Products' shall mean anything tangible (including containers packaging or labels) manufactured sold supplied hired out repaired serviced altered upgraded installed erected processed tested treated stored or transported by or on behalf of the Insured in connection with the Business after they have ceased to be in the custody or control of the Insured

## **PUBLIC AND PRODUCTS LIABILITY SECTION**

### **COVER**

1. **Legal Liability**

The Company will indemnify the Insured subject to the Limits of Indemnity in respect of all sums which the Insured shall become legally liable to pay as Compensation for and arising out of accidental Injury or Damage occurring during the Period of Insurance and arising in connection with the Business

2. **Claimants' Costs and Expenses**

The Company will in addition indemnify the Insured against legal liability for claimants' costs and expenses in connection with the indemnity provided under clause 1 of the Cover

3. **Defence Costs and Expenses**

The Company will in addition indemnify the Insured in respect of all

- (a) Costs of legal representation reasonably incurred with the Company's written consent at any
  - (i) Coroner's inquest or other inquiry in respect of any death
  - (ii) Proceedings in any court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings) in respect of any act or omission causing or relating to any occurrence

- (b) Other costs and expenses reasonably incurred with the Company's written consent in relation to any matter

Which may be the subject of indemnity under clause 1 of the Cover

**4. Consumer Protection Act or Health and Safety at Work Act or Food Safety Act Prosecution Defence Costs**

The Company will indemnify the Insured in respect of legal costs and other expenses reasonably incurred with the Company's written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of

- (a) The Consumer Protection Act 1987 or any amending legislation or
- (b) the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any similar United Kingdom health and safety legislation and regulations or
- (c) The Food Safety Act 1990 or any amending legislation

Committed or alleged to have been committed during the Period of Insurance in the course of the Business

Provided that

- (a) In relation to any appeal counsel has advised there is a 50% or more prospect of such appeal succeeding
- (b) The proceedings do not relate to the health safety or welfare of any Employee
- (c) The indemnity will not apply to
  - (i) Proceedings consequent upon any deliberate act or omission
  - (ii) Fines or penalties of any kind
  - (iii) any circumstances where indemnity is provided by any other insurance or where but for the existence of this clause 4 of the Cover indemnity would have been provided by such other insurance

**5. Defective Premises Act 1972**

The Company will indemnify the Insured against legal liability incurred by virtue of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned for purposes pertaining to the Business which were disposed of by the Insured prior to the occurrence of the Injury or Damage giving rise to liability

Provided that

- (a) The Injury or Damage giving rise to such legal liability occurs during the Period of Insurance
- (b) The Company will not provide indemnity
  - (i) Where indemnity is provided by any other insurance or where but for the existence of this Policy indemnity would have been provided by such other insurance
  - (ii) in respect of the costs incurred in removing rebuilding repairing rectifying or replacing any such premises or part of such premises

**6. Data Protection Act 1998**

The Company will indemnify the Named Insured and if the Named Insured so requests any Employee or director or partner of the Named Insured in respect of their liability to pay Compensation for damage or distress under section 13 of the Data Protection Act 1998 including reasonable defence costs and expenses incurred with the written consent of the Company and in addition the reasonable defence costs incurred with the written consent of the Company relating to a prosecution brought under the Data Protection Act 1998 in relation to a claim made by any person

Provided that

- (a) Any claim for Compensation is first made or prosecution first brought against the Named Insured during the Period of Insurance

- (b) The Named insured is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1998
- (c) No indemnity is granted in respect of
  - (i) The payment of fines or penalties
  - (ii) The cost of replacing reinstating rectifying erasing blocking or destroying any data
  - (iii) liability caused by or arising from a deliberate or intentional act by or omission of the Named Insured or any person eligible for indemnity by this extension the effect of which will knowingly result in liability under the Data Protection Act 1998
  - (iv) Claims which arise out of circumstances notified to previous insurers or are known to the Insured and likely to give rise to indemnity under this extension at the start of the Period of Insurance
  - (v) liability for which indemnity is provided under any other insurance
- (d) in respect of each and every claim under this extension the Named Insured shall be liable for 10% of the cost of the claim or £500 which ever is the greater
- (e) the Company's liability under this extension is limited to £500,000 in respect of any one claim and in the aggregate during any one Period of Insurance

#### 7. **Motor Contingent Liability**

Notwithstanding Section Exclusion 5 the Company will indemnify the Named Insured and no other for the purposes of this clause against legal liability arising from or caused by any motor vehicle not the property of nor provided by the Named Insured and being used in connection with the Business, provided that the Company will not provide indemnity in respect of liability

- (a) For loss of or damage to such vehicle or property carried
- (b) More specifically insured under any other insurance or which would be so insured but for the existence of this clause
- (c) Arising or caused whilst such vehicle is being
  - (i) Driven by the Named Insured
  - (ii) Driven with the general consent of the Named Insured or his representative by any person who to the knowledge of the Named Insured or such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
  - (iii) Used elsewhere than in Great Britain Northern Ireland the Isle of Man or the Channel Islands

#### 8. **Compensation for Court Attendance**

Where at the request of the Company or their representatives any of the undermentioned persons attend a court or tribunal or other forum as a witness in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the following rates per day for each day or part thereof on which attendance is required

- |  |         |
|--|---------|
| (a) any principal partner or director of the Insured | £500.00 |
| (b) any other Employee                               | £200.00 |

#### 9. **Indemnity to Principal**

If the Named Insured so requests the Company will indemnify any principal for whom the Insured is carrying out work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured but only to the extent required by the terms and conditions of such contract or agreement

Provided that

- (a) said principal shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply
- (b) the Company's aggregate liability to all parties comprising the Insured and the said principal shall not exceed the Limit of Indemnity

**10. Private Duties**

The definition of 'Business' extends to include the execution of private duties undertaken with the consent of the Insured by any Employee for any director partner or senior official of the Insured

**11. Property in the Insured's Custody or Control**

Section Exclusion 1(d) will not apply to

- (a) The personal effects (including vehicles and their contents) of any visitor or director partner or Employee of the Named Insured
- (b) Premises (including their fixtures fittings and contents) not owned by or leased rented or hired to the Named Insured which are temporarily occupied by the Insured for the purposes of carrying out work therein or thereon
- (c) Premises (including their fixtures and fittings) leased rented or hired to the Named Insured provided that the Company will not provide indemnity in respect of
  - (i) Liability assumed by the Named Insured under a tenancy or other agreement unless liability would have attached in the absence of such agreement
  - (iii) The first £500 of each and every occurrence of loss or damage caused to any such premises fixtures or fittings other than by fire or explosion

**PUBLIC AND PRODUCTS LIABILITY SECTION**

**LIMIT OF INDEMNITY**

The Limit of Indemnity is stated in the Schedule and applies to Compensation payable in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause In respect of liability arising from Products the Limit of Indemnity shall be the total amount payable during any one Period of Insurance in respect of all claims

Provided that

- (a) where the Limit of Indemnity is less than the total amount of the Insured's liability (the total liability excluding any costs and expenses) then the costs and expenses payable under Cover Clauses 2 and 3 shall be limited to the proportion that the Limit of Indemnity bears to the total amount of such liability
- (b) the Excess in respect of damages and claimants' costs and expenses will be payable before the Company shall be liable to make a payment

**PUBLIC AND PRODUCTS LIABILITY SECTION**

**EXCLUSIONS**

The Company shall not be liable to indemnify the Insured in respect of

- 1. the cost of making good Damage to property
  - (a) belonging to the Insured or
  - (b) being that part of any property worked upon by the Insured and arising out of such work or
  - (c) being that part of any Product giving rise to a claim or
  - (d) in the Insured's care custody or control
  - (e) being the road track circuit or other surface
  - (f) being any equipment and or circuit furniture (hired or otherwise) used for the purpose of the Insured Activity



2. liability assumed by the Insured under contract or agreement to any person firm or company who is a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999 unless the Company has signified its approval to the form of such contract or agreement or such liability would have attached notwithstanding such contract or agreement
3. liability arising from Products attaching by virtue of an agreement but which would not have attached in the absence of such agreement unless the Company shall have signified its general approval to the form of such contract or agreement by endorsement hereon
4. liability arising from the ownership possession or use by or on behalf of the Insured of any vessel or craft (other than non powered water craft) made or intended to float on or in or travel through water or air or space but this Exclusion shall not apply to any waterborne vessel or craft not exceeding 30 feet in length other than power boats used for racing
5. liability arising from or caused by the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle or plant except

(a) any vehicle or plant

(i) not requiring a licence for road use or a certificate of motor insurance or other security

(ii) being used as a tool of trade at any premises of the Insured or on the site of any contract where the Insured is working

(b) the loading or unloading or the bringing to or taking away of a load from any mechanically propelled vehicle or plant

Provided that the Company will not grant indemnity:

(i) in respect of liability which is compulsorily insurable under any road traffic legislation

(ii) if indemnity is provided by any other insurance

6. liability arising out of or for the cost of removing nullifying or clearing up any actual or alleged Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance anywhere in the world except the United States of America its territories and possessions Puerto Rico and Canada

Provided that:

(a) notwithstanding General Condition 17 or any amendment thereto the Company shall not grant indemnity in respect of any claim brought in the courts of the United States of America its territories and possessions Puerto Rico and Canada or in respect of the enforcement of a judgement obtained in any such courts

(b) all Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

(c) the liability of the Company for all Compensation payable in respect of all Pollution or Contamination which has occurred or is deemed to have occurred during the Period of Insurance shall not exceed the Limit of Indemnity in the aggregate

For the purpose of this Exclusion 'Pollution or Contamination' shall mean:

(a) all pollution or contamination of buildings or other structures or water or land or the atmosphere

and

(b) all Damage or Injury directly or indirectly caused by such pollution or contamination

7. liability for costs and expenses for:

(a) the repair inspection alteration correction or replacement of defective materials service or workmanship or

(b) the withdrawal recall repair replacement alteration or making of any refund in respect of Products

8. (a) liability arising out of Products comprising or incorporated in or on any aircraft spacecraft or military or naval missile

(b) liability arising out of Products comprising or incorporated in ground support or control equipment used for the purpose of guidance navigation or direction of any aircraft spacecraft or military or naval missile

9. liability in respect of loss of information or the provision of wrong information in or from computer programmes tapes or data recording equipment unless as a direct consequence of physical loss of or damage to tangible property
10. liability in respect of Bodily Injury sustained by an Employee and arising out of and in the course of his employment by the Insured
11. liability for Financial Loss
12. legal liability of any nature directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Insured or not and whether occurring before during or after the year 2000
  - (a) correctly to recognise any date as its true calendar date
  - (b) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
  - (c) to capture save retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture to save retain or correctly to process such data on or after such date
13. liability for Bodily Injury arising from an act or omission in the provision of or failure to provide Health Care but this shall not apply (in so far as indemnity is otherwise provided) in respect of legal liability directly or indirectly resulting from caused by contributed to attributed to or in any way related to Abuse committed by care assistants nursing auxiliaries or social workers whilst working directly for the Named Insured in connection with the Business

For the purpose of this exclusion the words

- (a) 'Health Care' shall mean health care (but not First Aid) rendered by members of the health care and allied services or by others consequent on decisions or judgements made by such members

Such members shall include but not be limited to

- (i) medical and dental practitioners
- (ii) nurses
- (iii) midwives
- (iv) care assistants and nursing auxiliaries
- (v) ambulance personnel
- (vi) laboratory technicians
- (vii) professions allied to medicine
- (viii) social workers

- (b) 'First Aid' shall mean emergency care (other than pre planned emergency treatment for specific individuals) given immediately to an injured or sick person by an Employee or volunteer worker of the Named Insured in the course of carrying out their duties when undertaking the Named Insured's Business

14. liability arising out of advice design plan formula specification or omission to perform a professional duty provided for a fee or in circumstances where a fee would normally be charged
15. liability directly or indirectly resulting from caused by contributed to attributed to or in any way related to any legionella species bacterium arising at (or in connection with work activities carried on at) premises owned or leased or rented by the Named Insured in connection with the Business unless the Named Insured has complied with the following Special Provision - Risk Management Requirements For Legionella detailed below

Special Provision - Risk Management Requirements For Legionella

1. A written legionella policy has been prepared and implemented which inter alia
  - (a) appoints a person to be managerially responsible for the implementation management and monitoring of the legionella policy
  - (b) states the means of identifying and assessing the sources of risk from exposure to legionella species bacteria along with the arrangements in force to prevent or control the proliferation of legionella species bacteria

- (c) incorporates the principles advocated in the Health and Safety Executive's Approved Code of Practice and Guidance L8 titled

"Legionnaire's disease – The control of legionella bacteria in water systems" or any amending Health and Safety Executive guidance

- 2. The effectiveness of the legionella policy described in 1. above is monitored on a regular basis and any corrective action suggested by such monitoring taken

Such monitoring to include

- (a) the implementation of a legionella testing regime to ensure that microbiological control is being achieved
- (b) documented monitoring of the implemented procedures and arrangements detailed in the legionella policy
- (c) documented audits of the overall legionella policy to be undertaken by the Named Insured's management not less than once in any 12 month period

- 16. liability in respect of Products other than

- (a) food or drink sold or supplied for consumption on the premises of the Named Insured
- (b) goods in the possession of the Named Insured or Employee
- (c) souvenirs and memorabilia sold or supplied by the Named Insured

- 17. liability arising from or caused by a Participant to another Participant whilst operating a vehicle under its own power during an Insured Activity within the Restricted Area

## **PUBLIC AND PRODUCTS LIABILITY SECTION**

### **ENDORSEMENTS**

The following endorsements are only operative if shown on the Public and Products Liability Section Schedule and are subject otherwise to the terms conditions and exclusions of the Section and the Policy

#### **North American Jurisdiction**

General Condition 17 shall not apply and any indemnity provided by this Section in respect of legal liability to pay Compensation (including claimants' costs and expenses) shall operate in accordance with the law of any country however with respect to any judgment award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment award payment or settlement either in whole or in part) the following additional conditions shall apply

- (a) the Limit of Indemnity stated in the Schedule is inclusive of claimants' and defence costs and expenses
- (b) the Company will not be liable for the Excess stated in the Schedule

#### **Heat Work Away**

The indemnity provided by this Section shall not apply to any work away from premises owned or leased or rented by the Named Insured involving the use of grinding wheels cutting discs angle grinders electric oxy-acetylene or other welding or cutting equipment blow torches blow lamps or flame guns or hot air guns heated tar bitumen or asphalt or any other process involving the application of heat

#### **Heat Work Away Conditions**

Definitions applicable to this endorsement:

The word 'Equipment' shall mean grinding wheels cutting discs angle grinders electric oxy-acetylene or other welding or cutting equipment blow torches blow lamps or flame guns or hot air guns in each case howsoever powered or driven including all gas or fuel containers and hose connections

The words 'Bitumen Heaters' shall mean vessels for the heating of tar bitumen or bituminous compounds

The Company shall not be liable to indemnify the Insured in respect of liability arising from or caused by the use of Equipment or Bitumen Heaters away from premises owned by or leased or rented to the Insured unless the following precautions are taken at all times

- (a) a responsible worker is appointed to facilitate compliance with all requirements of these conditions
- (b) prior permission from the occupier/owner of the site has been granted to use the Equipment or Bitumen Heaters and suitable and adequate fire extinguishing appliances are provided at the point of use  
 Suitable and adequate fire extinguishing appliances shall as minimum mean nine litre water or a two kilogram multi purpose fire extinguisher
- (c) all workers are aware of the location of fire alarms and fire fighting equipment provided on site which shall be ready for operation at the time the Equipment or Bitumen Heaters are in use
- (d) the item being worked on and the area where the Equipment is to be used including on the other side of any ceiling floor wall or partition and within and on the other side of any tank pipe drum or apparatus are checked to ensure that no combustible material or inflammable liquid or gas is in danger of ignition directly or through conducted heat
- (e) all combustible materials or inflammable liquid or gases in the vicinity of the work other than gas or fuel connected to the Equipment shall be removed to a point at least eight metres from the area where the Equipment is being used  
 Any combustible material or inflammable liquid or gases which can not be reasonably moved shall be covered and fully protected by overlapping sheets/screens of non combustible material  
 Where the nature of materials or liquids or gases cannot be properly verified by a suitably qualified person as non combustible or non inflammable they must be assumed as combustible or inflammable and all stated precautions is carried out in full
- (f) Equipment and Bitumen Heaters are examined prior to use and any defects found are repaired or replaced prior to use
- (g) Equipment and Bitumen Heaters are attended at all times whilst in operation and only used in accordance with the manufacturers instructions and by a worker who is trained and experienced in its use
- (h) whilst heating is taking place Bitumen Heaters are kept in the open or if within a building or on a roof then placed on a surface of non combustible material
- (i) the area where the Equipment has been used including on the other side of any floor wall ceiling or partition and within and on the other side of any tank pipe drum or apparatus is to be examined immediately following use of the Equipment and then at regular intervals for at least one hour to ensure that there is no risk of fire

#### **Failure To Perform**

The indemnity provided by this Section does not apply to Injury or Damage caused by or arising from the actual or alleged failure or unsuitability of any Product (or any part thereof) to fulfil the purpose for which it was designed or to perform as specified warranted guaranteed or intended

#### **Libel And Slander**

Injury is hereby extended under this Section to include

- (a) libels appearing in any publication normal to the conduct of the Insured's Business by Employees of the Insured
- (b) slanders in oral utterances made by any Employee in the course of and in pursuance of the Business

but only in respect of claims made against the Insured during the Period of Insurance or within ninety days after the Policy is cancelled or lapsed and provided that the date of the publication or utterance on which the claim is based occurred during the Period of Insurance. In addition the Company will indemnify the Insured in respect of costs and expenses incurred with the written consent of the Company in the defence or compromise of any proceedings for libel or slander as aforesaid begun or threatened against the Insured in any such proceedings

Provided that

- (i) the liability of the Company (including costs and expenses) shall not exceed in the aggregate £1,000,000 (and which shall form part of and not in addition to the Limit of Indemnity) in respect of all claims during any one Period of Insurance and in respect of all damages costs and legal expenses incurred or awarded in connection with any one publication or utterance whether or not all claims in respect thereof shall be made during the same Period of Insurance
- (ii) this extension shall not apply to libels or slanders made by one Employee of the Insured against another