

# COVER SECURE



## Liability Insurance Policy Wording

### 1. INSURING CLAUSE - SECTION A

The Underwriters will indemnify the Assured against their legal liability to pay Damages (which shall include Claimant's costs and expenses and Defence Costs) according to the laws of England and Wales, Scotland, Northern Ireland, the Isle of Man, and the Channel Islands, (whichever is applicable) and not to judgments obtained elsewhere, nor to judgments or orders obtained in the said courts for the enforcement of foreign judgments, whether by way of reciprocal agreements or otherwise.

### 2. INSURING CLAUSE - SECTIONS B, C, AND D

The Underwriters will indemnify the Assured against their legal liability to pay Damages (which shall include Claimant's costs and expenses and Defence Costs) in accordance with the law of any country, but not in respect of 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) unless the Assured has requested that there shall be no such limitation and has accepted the terms offered by Underwriters in granting such cover which offer and acceptance must be signified by specific endorsement to this Policy

### 3. INDEMNITY

Any indemnity under this Policy applies only to such liability as defined by each Insured Section of this Policy arising out of the Business specified in the Schedule, subject always to the terms, conditions, and exclusions of such Section and of the Policy as a whole

### 4. DEFINITIONS

For the purpose of determining the indemnity granted, the definitions contained in the Schedule and those contained in this section shall apply:

1. **Claimant** shall mean any person who brings a claim against the Assured
2. **Damage** means physical loss of possession of or damage to tangible property
3. **Damages** means monetary compensation capable of being awarded in civil proceedings but excluding aggravated and exemplary damages
4. **Employee** means any person:
  - a. under a contract of service or apprenticeship with the Assured; or
  - b. engaged by the Assured to perform a contract constituting the provision of labour only arising out of the Business specified in the Schedule
5. **Excess** means, in relation to the relevant Section, the amount of excess applicable as set out in the Schedule under the heading "Excess"
6. **Bodily Injury** means death, bodily injury, illness or disease of or to any person
7. **Limit of Indemnity** shall mean the limit of liability of the Underwriters under this Policy applicable to the relevant Section as set out in the Schedule under the heading "Limits of Indemnity"
8. **Offshore** means from the time an Employee of the Assured embarks onto a conveyance at the point of final departure to an offshore rig or offshore platform, within the

territorial waters around Great Britain, Northern Ireland, the Isle of Man and the Channel Islands until such time the Employee disembarks from the conveyance onto land upon return from an offshore rig or an offshore platform

9. **Period of Insurance** means the period of time over which this Policy provides indemnity referred to in the Schedule under the heading "Period of Insurance"
10. **Premium** means the amount of premium as set out in the Schedule under the heading "Premium"
11. **Pollution** means contamination of the atmosphere or of any water, land, or other tangible property by any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes acid, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
12. **Principal** means any person who engages the Assured to perform a contract
13. **Product** means any property after it has left the custody or control of the Assured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered, or repaired by or on behalf of the Assured
14. **Terrorism** means an activity that (1) involves a violent act or the unlawful use of force or an unlawful act dangerous to human life tangible or intangible property or infrastructure or a threat thereof; and (2) appears to be intended to (i) intimidate or coerce a civilian population or (ii) disrupt any segment of the economy of a government, de jure or de facto state, or country or (iii) overthrow influence or affect the conduct of policy of any government, de jure or de facto, by intimidation or coercion or (iv) affect the conduct of a government, de jure or de facto, by mass destruction, assassination, kidnapping, or hostage-taking
15. **Territorial Limits** shall mean Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, or, if cover is provided in respect of Offshore risks, an offshore installation within the territorial waters around Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

## 5. INDEMNITY TO OTHERS

At the request of the Assured, and subject to the prior written consent of the Underwriters, the indemnity granted extends to

1. any party who enters into an agreement with the Assured for any purposes of the Business but only to the extent required by such agreement to grant such indemnity and subject always to the exclusions at clauses 16 (3)(c) and 16 (6)
2. officials of the Assured in their business capacity arising out of the performance of the Business and/or in their private capacity arising out of their temporary engagement of the Assured's Employees
3. any person or firm arising out of the performance of a contract with the Assured constituting the provision of labour only
4. the officers, committee and members of the Assured's canteen social sports medical fire fighting and welfare organisations in their respective capacity as such
5. the personal representatives of any person indemnified by reason of this Clause in respect of liability incurred by such person

Provided always that all such persons or parties shall observe, fulfil, and be subject to the terms, conditions, and exclusions of this Policy as though they were the Assured

## 6. INDEMNITY TO PRINCIPALS

At the request of the Assured, and subject to the prior written consent of the Underwriters, the indemnity granted extends to any Principal of the Assured, but only to the extent that such liability arises solely out of the work performed for the Principal by or on behalf of the Assured, and such Principal shall be subject to and comply with all terms and conditions of this Policy and this clause shall in no way operate to increase the Limits of Indemnity as stated in the Schedule.

## 7. CROSS LIABILITIES

Each person or party specified as the Assured in the Schedule is separately indemnified in respect of claims made against any of them by any other subject to Underwriters' total liability not exceeding the stated Limits of Indemnity

## 8. DEFENCE COSTS

The Underwriters will also pay all costs, fees, and expenses incurred by the Assured with Underwriters' prior written consent in the defence or settlement of any claim under this Policy ("Defence Costs") other than in respect of any actions in the United States of America or Canada

Defence Costs includes legal expenses:

1. arising out of representation at any Coroner's Inquest or Fatal Accident inquiry
2. arising out of any criminal prosecution or proceedings relating to an offence alleged to have been committed during the Period of Insurance and in the course of the Business of the Assured in respect of matters which may form the subject of indemnity by this Policy (including with the Underwriters' prior consent Employees partners or directors of the Assured) provided that:
  - a) Underwriters shall not be liable for any fines or penalties imposed as a consequence of such prosecution
  - b) Underwriters shall not be responsible for Defence Costs where Underwriters obtain the opinion of counsel (whose appointment is at the Underwriters sole discretion) as to whether or not such costs should extend or continue to extend to the support of such defence, and where such counsel's opinion is that there is no reasonable defence to the prosecution
  - c) Underwriters' liabilities for Defence Costs in cases of breach or alleged breach of the United Kingdom Health & Safety at Work Act of 1974 (and/or any equivalent, subsequent or replacement legislation of similar effect) are limited to prosecutions under Section 33(1)(a) to (c) of the Act or similar duty imposed under legislation in Northern Ireland, the Isle of Man, or the Channel Islands
  - d) Underwriters' liabilities for Defence Costs in cases of breach or alleged breach of Part II of the Consumer Protection Act 1987 will be limited to proceedings not consequent upon a deliberate act or omission
  - e) the Assured or its Employees, partners or directors have not made any admission in respect of the relevant offence
3. arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy

## 9. EXCESS CLAUSE

Where an Excess is stated in the Schedule, the Assured shall be responsible for the first amount so specified of each and every claim or series of claims arising out of any one originating cause inclusive of costs and/or expenses

## **SECTION A – EMPLOYERS LIABILITY**

### **10. SECTION A – INDEMNITY**

The Assured is indemnified by this Section in accordance with the Insuring Clause at clause 1 of this Policy but only for Bodily Injury caused to any Employee during the Period of Insurance and:

- (a) arising out of and in the course of his/her employment by or under a contract of service with the Assured (as stated in the Schedule); or
- (b) arising out of and in the course of his/her engagement by the Assured to perform a contract constituting the provision of labour only arising out of the Business specified in the Schedule

The indemnity provided shall only apply to Bodily Injury caused:

1. within the Territorial Limits; or
2. to non-manual Employees of the Assured during temporary visits abroad provided that such Employees are ordinarily resident in the Territorial Limits.

### **11. SECTION A - LIMIT OF INDEMNITY**

Underwriters' liability to pay damages (including Claimants' costs fees and expenses and Defence Costs) shall not exceed the Limit of Indemnity for Section A as set out in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause.

### **12. SECTION A – EXCLUSION**

This Section does not provide any indemnity in respect of 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 Legislation

### **13. SECTION A – CONDITION**

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain, Northern Ireland, the Channel Islands, and Offshore installations in territorial waters around Great Britain and its Continental Shelf BUT the Assured shall repay to the Underwriters all sums paid by the Underwriters which the Underwriters would not have been liable to pay but for the provisions of such law ordinance or statute

## SECTION B – PUBLIC LIABILITY

### 14. SECTION B – INDEMNITY

The Assured is indemnified by this Section in accordance with the Insuring Clause at clause 2 of this Policy for Bodily Injury and/or Damage occurring during the Period of Insurance as stated in the Schedule but not against liability:

1. arising out of or in connection with any Product
2. arising out of Pollution
3. arising out of Terrorism

### 15. SECTION B – LIMIT OF INDEMNITY

Except as set out in this clause, Underwriters' liability to pay damages (including Claimants' costs fees and expenses) shall not exceed the Limit of Indemnity for Section B as stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause.

Defence Costs will be payable in addition to the Limit of Indemnity unless this Policy is specifically endorsed to the contrary

In the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity by more than one Section, each Section shall apply separately and be subject to its own separate Limit of Indemnity, provided always that the total amount of Underwriters' liability shall be limited to the greatest Limit of Indemnity available under one of the Sections affording indemnity for the occurrence or series of occurrences

### 16. SECTION B – EXCLUSIONS

This Section does not provide indemnity in respect of liability:

1. arising out of ownership, possession, or use of any mechanically propelled vehicle where a Certificate of Motor Insurance or surety is required under any Road Traffic Act or similar legislation other than:
  - a) vehicles designed primarily to operate as tools of trade (which term shall be deemed to include any plant primarily designed to operate on or about a contract site)
  - b) other vehicles brought on to site for use on site

This exclusion shall not apply in respect of the use of vehicles belonging to Employees or third parties on the Assured's Business unless indemnity is provided to the Employee, third party or to the Assured under any other policy of insurance
2. arising out of the ownership possession or use by or on behalf of the Assured of any aircraft, watercraft, or hovercraft
3. for Damage to property owned leased or hired by or under hire purchase or on loan to the Assured or otherwise in the Assured's care, custody or control other than:
  - (a) premises (or the contents thereof) temporarily occupied by the Assured for work therein (but no indemnity is granted for Damage to that part of the property on which the Assured is working and which arises out of such work)
  - (b) Visitors' clothing and personal effects including vehicles and their contents (but excluding furs, money and jewellery)
  - (c) Employees' tools, clothing and personal effects (but not furs money and jewellery) up to a limit of GBP 500 per Employee and only to the extent not covered elsewhere in this Policy

- (d) premises tenanted by the Assured to the extent that the Assured would be held liable in the absence of any specific agreement
- 4. for Bodily Injury to any Employee arising out of and in the course of his/her employment by or under a contract of service with the Assured (as stated in the Schedule) or arising out of and in the course of his/her engagement by the Assured to perform a contract constituting the provision of labour only arising out of the Business specified in the Schedule
- 5. arising out of the deliberate, conscious, or intentional disregard by the Assured or the Assured's technical or administrative management of the need to take all reasonable steps to prevent Bodily Injury or Damage
- 6. arising out of liquidated damages clauses, penalty clauses, or performance warranties until proven that liability would have attached in the absence of such clauses or warranties
- 7. arising from exposure or alleged exposure to asbestos or materials or products containing asbestos

## SECTION C – PRODUCTS LIABILITY

### 17. SECTION C – INDEMNITY

The Assured is indemnified by this Section in accordance with the Insuring Clause at clause 2 of this Policy for Bodily Injury and/or Damage occurring during the Period of Insurance as stated in the Schedule but only against liability arising out of or in connection with any Product

### 18. SECTION C – LIMIT OF INDEMNITY

Except as set out in this clause, Underwriters' liability to pay Damages (including Claimants' costs fees and expenses) shall not exceed the Limit of Indemnity for Section C as stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause. Save as referred to in this clause, under no circumstances will Underwriters' liability under this section C exceed the Limit of Indemnity specified for any one Period of Insurance.

Defence Costs will be payable in addition to the Limit of Indemnity unless this Policy is specifically endorsed to the contrary

In the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity by more than one Section, each Section shall apply separately and be subject to its own separate Limit of Indemnity, provided always that the total amount of Underwriters' liability shall be limited to the greatest Limit of Indemnity available under one of the Sections affording indemnity for the occurrence or series of occurrences

### 19. SECTION C – EXCLUSIONS

This Section does not provide indemnity in respect of liability:

1. arising out of Pollution
2. for Damage to any Product or part thereof
3. for costs incurred in the repair reconditioning or replacement of any Product or part thereof and/or any financial loss consequent upon the necessity for such repair reconditioning or replacement
4. arising out of the recall of any Product or part thereof
5. arising out of any Product which, with the Assured's knowledge, is intended for incorporation into the structure, machinery, or controls of any aircraft except where specifically stated to be included in the Business
6. arising out of an act of Terrorism
7. arising out of any Product which is intended for incorporation into any marine equipment upon which the navigation or safety of a waterborne vessel depends except where specifically stated in the Business
8. arising out of any Product which is intended for use in a motor vehicle except where especially stated to be included in the Business
9. for Bodily Injury to any Employee arising out of and in the course of his/her employment by or under a contract of service with the Assured (as stated in the Schedule) or arising out of and in the course of his/her engagement by the Assured to perform a contract constituting the provision of labour only arising out of the Business specified in the Schedule
10. arising out of the deliberate, conscious, or intentional disregard by the Assured's technical or administrative management of the need to take all reasonable steps to prevent Bodily Injury or Damage
11. arising out of liquidated damages clauses, penalty clauses, or performance warranties until proven that liability would have attached in the absence of such clauses or warranties

12. arising from exposure or alleged exposure to asbestos or materials or products containing asbestos
13. for Damage to property owned leased or hired by or under hire purchase or on loan to the Assured or otherwise in the Assured's care, custody or control other than:
  - (a) premises (or the contents thereof) temporarily occupied by the Assured for work therein (but no indemnity is granted for Damage to that part of the property on which the Assured is working and which arises out of such work)
  - (b) premises tenanted by the Assured to the extent that the Assured would be held liable in the absence of any specific agreement

## SECTION D – POLLUTION LIABILITY

### 20. SECTION D – INDEMNITY

The Assured is indemnified by this Section in accordance with the Insuring Clause at clause 2 of this Policy for Bodily Injury and/or Damage occurring in its entirety during the Period of Insurance as stated in the Schedule and arising out of Pollution but only to the extent that the Assured can demonstrate that such Pollution

1. was the direct result of a sudden, specific, and identifiable event occurring during the Period of Insurance; and
2. was not the direct result of the Assured failing to take reasonable precautions to prevent such Pollution

### 21. SECTION D – LIMIT OF INDEMNITY

Underwriters' liability to pay Damages (including Claimants' costs fees and expenses) shall not exceed the sum stated in the Limit of Indemnity for Section D as stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause. Save as referred to in this clause, under no circumstances will Underwriters' liability under this section D exceed the Limit of Indemnity specified for any one Period of Insurance.

Defence Costs will be payable in addition to the Limit of Indemnity unless this Policy is specifically endorsed to the contrary

In the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity by more than one Section, each Section shall apply separately and be subject to its own separate Limit of Indemnity, provided always that the total amount of Underwriters' liability shall be limited to the greatest Limit of Indemnity available under one of the Sections affording indemnity for the occurrence or series of occurrences

### 22. SECTION D – EXCLUSIONS

This Section does not provide indemnity in respect of liability:

1. for Damage to premises presently or at any time previously owned or tenanted by the Assured
2. for Damage to land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by the Assured or otherwise in the Assured's care custody or control
3. arising out of ownership, possession, or use of any mechanically propelled vehicle where a Certificate of Motor Insurance or surety is required under any Road Traffic Act or similar legislation other than
  - a) vehicles designed primarily to operate as tools of trade (which term shall be deemed to include any plant primarily designed to operate on or about a contract site)
  - b) other vehicles brought on to site for use on site

This exclusion 3 shall not apply in respect of the use of vehicles belonging to Employees or third parties on the Assured's business unless indemnity is provided to the Employee, third party or to the Assured under any other policy of insurance

4. arising out of the ownership possession or use by or on behalf of the Assured of any aircraft, watercraft, or hovercraft
5. for Damage to property owned leased or hired by or under hire purchase or on loan to the Assured or otherwise in the Assured's care, custody or control other than:
  - a) premises (or the contents thereof) temporarily occupied by the Assured for work therein (but no indemnity is granted for Damage to that part of the property on which the Assured is working and which arises out of such work)

- b) premises tenanted by the Assured to the extent that the Assured would be held liable in the absence of any specific agreement
- 6. for Damage to any Product or part thereof
- 7. for costs incurred in the repair reconditioning or replacement of any Product or part thereof and/or any financial loss consequent upon the necessity for such repair reconditioning or replacement
- 8. arising out of the recall of any Product or part thereof
- 9. arising out of any Product which, with the Assureds knowledge, is intended for incorporation into the structure, machinery, or controls of any aircraft except where specifically stated to be included in the Business
- 10. arising out of Terrorism
- 11. arising out of any Product which is intended for incorporation into any marine equipment upon which the navigation or safety of a waterborne vessel depends except where specifically stated in the Business
- 12. arising out of any Product which is intended for use in a motor vehicle except where especially stated to be included in the Business
- 13. for Bodily Injury to any Employee arising out of and in the course of his/her employment by or under a contract of service with the Assured (as stated in the Schedule) or arising out of and in the course of his/her engagement by the Assured to perform a contract constituting the provision of labour only arising out of the Business specified in the Schedule.
- 14. arising out of the deliberate, conscious, or intentional disregard by the Assured's technical or administrative management of the need to take all reasonable steps to prevent Bodily Injury or Damage
- 15. arising out of liquidated damages clauses, penalty clauses, or performance warranties until proven that liability would have attached in the absence of such clauses or warranties
- 16. arising from exposure or alleged exposure to asbestos or materials or products containing asbestos

## 23. GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

This Policy does not provide indemnity in respect of liability:

- 1. directly or indirectly caused by or contributed to by or arising from
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof but as far as concerns Section A this exclusion will only apply where such legal liability is
    - i. that of any Principal
    - ii. accepted under agreement and would not have attached in the absence of such agreement
- 2. which forms the subject of insurance by any other Policy and this Policy shall not be drawn into contribution with such other insurance
- 3. directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power or confiscation or nationalisation or requisition
- 4. which is uninsurable pursuant to the law of England and Wales

## 24. GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

### 1. ADJUSTMENT IN PREMIUM

If any of the Premiums for this Policy have been calculated on estimates furnished by the Assured, the Assured shall keep accurate records containing all particulars relative thereto and shall at all times allow the Underwriters to inspect such records. The Assured shall no later than three months after the expiry of each Period of Insurance, furnish such particulars to the Underwriters and the Premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Assured as the case may be subject to any minimum Premium required (if applicable). The Underwriters reserve the right to request that the Assured supplies an auditor's statement with such calculations that are the subject of adjustment under this Policy attesting to the accuracy thereof. Such calculations shall include all remuneration paid to Employees and all payments made to self-employed persons or Employees of labour only sub-contractors for whom liability is assumed or on such other basis as may be agreed. Any additional premium shall be paid within 30 days of advice to the Assured of any adjustment due.

Compliance with this condition 1 in its entirety shall be a condition precedent to liability. Should the Assured fail to produce such particulars within the timeframe specified in this clause, Underwriters will provide no indemnity for claims under this Policy.

### 2. ALTERATIONS IN RISKS

It is a condition precedent to liability that the Assured is required to notify the Underwriters as soon as reasonably practicable of all material facts or alterations in the risk which come to his knowledge or arise during the currency of this Policy and the Underwriters reserve the right to amend the terms and conditions of the Policy. If the Assured fails to comply with this condition precedent, Underwriters will provide no indemnity for claims under this Policy.

### 3. CLAIMS PROCEDURE AND NOTIFICATION

It is a condition precedent to liability that the Assured shall:

- (a) give written notice to the Underwriters and, if appointed by the Underwriters, simultaneously to Underwriters' appointed third party claims administrator (as may be nominated by Underwriters from time to time and hereinafter referred to as the "Claims Administrator") (if appointed) as soon as reasonably practicable of any incident that may give rise to a claim under this Policy and in any event within 30 days of knowledge, failing which the claim will not be covered;
- (b) give all such additional information as the Underwriters or the Claims Administrator (if appointed) may require relating to such incident and continue to forward all such information and documentation immediately as soon as received until otherwise instructed by Underwriters or the Claims Administrator (if appointed). For the avoidance of doubt, every claim, writ, summons or process and any other written notification of claim and all documents relating thereto shall be forwarded unanswered to the Underwriters or the Claims Administrator (if appointed) immediately as soon as they are received; and
- (c) make no admission of liability, offer, compromise or payment without the Underwriters' or the Claims Administrator's (if appointed) prior written consent.

If the Assured fails to comply with the above listed conditions precedent, Underwriters will provide no indemnity for claims.

Underwriters shall be entitled to take over and conduct in the name of the Assured the defence or settlement of any claim or to prosecute in the name of the Assured for their own benefit any claim for indemnity or Damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Assured shall give all such information and assistance as the Underwriters may reasonably require

### 4. DISCHARGE OF LIABILITY

Underwriters may at any time pay to the Assured, in connection with any claim or series of claims under this Policy the amount of the relevant Limit of Indemnity (after deduction of any sums already paid) and upon such payment being made the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims or their associated costs (which shall, for the avoidance of doubt, include Defence Costs) whether or not such costs are included or in addition to the relevant Limit of Indemnity.

### 5. APPORTIONMENT OF DEFENCE COSTS

In the event of a loss arising to which the Underwriters may be liable to contribute, no costs shall be incurred on their behalf without their prior written consent being first obtained, and if they so consent, they shall contribute to the said costs in the proportion that their share of the loss as finally settled bears to the total sum payable.

#### 6. FRAUDULENT CLAIMS

If the Assured shall make any claim knowing the same to be false or fraudulent, this Policy shall become void and all claims hereunder shall be forfeited

#### 7. CANCELLATION CLAUSE

The Underwriters may cancel this Policy by sending thirty days written notice to the Assured at the Assured's last known address, whereupon the Assured shall become entitled to a refund of a proportionate part of the Premium, unless claims have already been paid under this Policy, in which case, the Assured will not be entitled to any refund of Premium.

Notwithstanding any other provision of this Policy, if the Premium (or any other money due to Underwriters) is not received by Underwriters by the relevant due date, Underwriters may serve a notice of cancellation on the Assured or the Assured's Insurance Broker stating the amount due and requiring the Assured to pay the amount due by a stated date being no less than 15 days from the said service and if the Assured fails to pay the stated sum within the time stated in the said notice, the Policy will be deemed cancelled from the expiry of the notice and Underwriters shall not be liable for any claim under the Policy even if it arose before the date of termination or Underwriters have admitted liability for or appointed lawyers, surveyors or others to handle such claim, and all of the Premium paid or due for this policy shall be deemed fully earned. In stating the amount due, no account shall be taken of any amount said to be due by Underwriters to the Assured and the Assured shall not be entitled to set off any such sum against the amount due to Underwriters.

#### 8. OTHER INSURANCE

If other valid, collectible insurance with any other insurer is available to the Assured covering a loss also covered by this Policy (other than insurance that is specifically stated to be in excess of this Policy) the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this Policy subject to the terms, conditions, and limitations of such other insurance.

#### 9. SUBROGATION

The Assured shall, at the request and at the expense of the Underwriters, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Underwriters, for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Underwriters shall be or would become entitled or subrogated upon its paying for or making good any damage insured by this Policy whether such acts and things shall be or become necessary or required before or after their indemnification by the Underwriters, including the commencement of proceedings.

If a recovery is made from a third party in respect of claims which may be or have been paid wholly or in part under this Policy, the costs of pursuing the recovery shall first be deducted from the recovery proceeds and repaid to Underwriters. The balance shall then as between the Assured under this Policy and Underwriters be distributed as follows:

- (a) The Assured receives any sum he has paid or lost excluding interest, in respect of which the recovery has been made in excess of the deductible (if applicable) and in excess of all amounts recovered and recoverable under this Policy; then
- (b) After payment of the amount referred to in sub-clause 9(a) Underwriters receive all sums they have paid excluding interest, in respect of the loss which is the subject of the recovery; then
- (c) After payment of the amounts referred to in sub-clause 9(a) and (b) the Assured receives any balance, exclusive of interest.
- (d) Any interest on any recovery made from a third party will be distributed between the Assured and Underwriters in the same order as outlined in 9(a) – (c) above.

#### 10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE

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

#### 11. DISPUTES CLAUSE

Any dispute concerning or arising out of this Policy is understood and agreed by both the Assured and the Underwriters to be subject to the laws of England and Wales. Each party agrees to submit to the jurisdiction of the Royal Courts of Justice of England and Wales and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

#### 12. POLICY INTERPRETATION

The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.

#### 13. SEVERAL LIABILITY NOTICE

Underwriters' liability shall not exceed the Limits of Indemnity expressed in the Schedule or such other limits of liability as may be substituted by memorandum hereon or attached hereto signed by or on behalf of Underwriters.

The liability of an insurer under this contract is several and not joint with other insurers to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in the Schedule.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself), is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and the respective proportion may be obtained by writing to Market Services, Lloyd's at the above address

## COMPLAINTS

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel that we have not offered you a first class service please write and tell us and we will do our best to resolve the problem. If you have any questions or concerns about your policy or the handling of a claim you should in the first instance contact

*Compliance Officer  
XL London Market Ltd  
XL House  
70 Gracechurch Street  
London  
EC3V 0XL*

In the event that you remain dissatisfied and wish to make a complaint it may be possible in certain circumstances for you to refer the matter to the Complaints Department at Lloyd's. Their address is

*Complaints Department  
Lloyd's  
One Lime Street  
EC3M 7HA*

Tel No: 020 7327 5693

Fax No: 020 7327 5225  
E-mail: [Complaints@Lloyds.com](mailto:Complaints@Lloyds.com)

In the event that the Complaints Department is unable to resolve your complaint it may be possible for you to refer it to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

#### **Financial Services Compensation Scheme**

Lloyd's Underwriters are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's Underwriter is unable to meet its obligations to you under this contract. If you were entitled to compensation under the Scheme the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme (7<sup>th</sup> Floor Lloyd's Chambers, Portoken Street London E1 8BN) and on their website ([www.fscs.org.uk](http://www.fscs.org.uk)).

**Policy Endorsements - Only those endorsements shown on the schedule will apply.**

**PE/BFSC/D02 - Bona Fide Subcontractors Warranty**

POLICY ENDORSEMENT

It is hereby warranted that all bona fide subcontractors engaged by the Assured have in full force and effect throughout the duration of their contract with the Assured insurances as follows

1. Employers Liability insurance in respect of their liability at law for Bodily Injury to any person in the employment of the subcontractor including any labour master or labour only subcontractor or person supplied or employed by them
2. Public/Products Liability insurance in respect of their liability at law for
  - a) Bodily Injury to any person
  - b) loss of or damage to tangible property

with a Limit of Indemnity of at least that purchased by the Assured hereon in respect of any one occurrence or series of occurrences arising out of one original cause

It is further warranted that

1. such insurances contain an Indemnity to Principals Clause
2. the Assured shall have obtained and retained a copy of written evidence of such insurances

For the purpose of this Endorsement the term bona fide subcontractors means any subcontractor engaged by the Assured supplying both labour and working under their own supervision and control for the purpose of the contract

**Subject otherwise to the Policy terms Conditions Limitations and Exclusions**

**PE/HTE/D02 - Hostile Territories Endorsement**

POLICY ENDORSEMENT

This Policy does not provide indemnity in respect of liability arising out of any activities or services in any hostile territory as designated by the British Foreign and Commonwealth Office.

**Subject otherwise to the Policy terms Conditions Limitations and Exclusions**

**PE/BIA/D02 - Bodily Injury Extension**

POLICY ENDORSEMENT

*Applicable to Sections B and C of this Policy only*

The definition of Bodily Injury is extended to include mental injury, mental anguish, shock, false arrest, false imprisonment, invasion of right of privacy, detention, false eviction and malicious prosecution.

**Subject otherwise to the Policy terms Conditions Limitations and Exclusions**

**PE/INFF/D02 - Inefficacy Endorsement (Security)**

POLICY ENDORSEMENT

This Policy does not provide indemnity in respect of liability arising from or as a consequence of the Assured's failure to carry out the following services that they have been contracted to perform

- 1) Closed circuit television monitoring
- 2) The use of detection dogs

**Subject otherwise to the Policy terms Conditions Limitations and Exclusions**

### **PE/VEH/D02 - Lifting of Vehicles Endorsement**

#### **POLICY ENDORSEMENT**

This Policy does not provide indemnity in respect of liability arising out of any activities or services involving the lifting moving or removal of vehicles.

**Subject otherwise to the Policy terms Conditions Limitations and Exclusion**

### **PE/RAE/D02 - Repossession Agents Endorsement**

#### **POLICY ENDORSEMENT**

This Policy does not provide indemnity in respect of liability arising out of any activities or services of repossession agents bailiffs or similar activities or services other than office based debt recovery and process serving.

**Subject otherwise to the Policy terms Conditions Limitations and Exclusions**

### **PE/SIA/D02 - SIA Licencing Clause**

#### **POLICY ENDORSEMENT**

This Policy does not provide indemnity in respect of liability involving any Employee required to be licenced by SIA under the Private Security Industry Act 2001 or any amending Act or Acts who does not comply with the licencing requirements other than Employees who qualify for exemption under the SIA Approved Contractor Scheme.

**Subject otherwise to the Policy terms Conditions Limitations and Exclusions**

### **PE/CSX1/D02 - Excess Clause**

#### **POLICY ENDORSEMENT**

The Underwriters will not pay the first £250 in respect of each and every claim or series of claims arising out of any one originating cause inclusive of costs and/or expenses for damage to property.

Other than:

- 1) £250 or 10 percent of any claim (whichever is the greater) resulting from Loss of Customer's Keys.
- 2) £500 in respect of damage resulting from Vehicle Immobilisation and/or Car Park Security.
- 3) £1000 in respect of damage resulting from Guarding of Building Sites.
- 4) £1000 in respect of damage resulting from Guarding of Mainframe Computer Sites.

**Subject otherwise to the Policy terms Conditions Limitations and Exclusions**

### **PE/FB/D02 – Fidelity Bonding Extension**

#### **POLICY ENDORSEMENT**

The Underwriters will indemnify the Assured in respect of their legal liability to pay Damages for losses sustained by any customer due to theft by an Employee.

Provided that

- 1) such act is notified to the Underwriters during the same Period of Insurance or within 90 days of Renewal Date
- 2) the Underwriters liability shall not exceed £100,000 any one occurrence or series of occurrences arising out of one originating cause and £100,000 for any one Period of Insurance
- 3) the Assured shall co-operate with the Underwriters in any attempt to recover any payments made from the responsible Employee.

The Assured shall contribute GBP 500 to each and every claim inclusive of expenses under this endorsement.

**Subject otherwise to the Policy terms Conditions Limitations and Exclusions**

### **PE/KEYS/D02 - Loss of Keys Extension**

#### POLICY ENDORSEMENT

The following paragraph is added to Section B – Exclusions 3.

- (e) for Damage to customer's keys (including electronic pass cards and similar entry devices) but only in respect of
- (i) the cost of replacement or alteration of the locks operated by the keys which have been Damaged
  - (ii) the customer's financial consequential loss as a consequence of such Damage

Provided that Underwriters liability to pay Damages (including Claimants' costs fees and expenses) in this respect shall not exceed £75,000 any one occurrence or series of occurrences arising out of one originating cause and £75,000 for any one Period of Insurance.

**Subject otherwise to the Policy terms Conditions Limitations and Exclusions**

### **PE/MTM/D02 - Member to Member Endorsement**

#### POLICY ENDORSEMENT

This policy does not provide indemnity in respect of liability arising from Bodily Injury of or to any person while that person is participating in any conflict management or physical intervention skills training.

**Subject otherwise to the Policy terms Conditions Limitations and Exclusions**

### **PE/GDE/D02 - Guard Dogs Exclusion**

#### POLICY ENDORSEMENT

The Underwriters will exclude all indemnity in respect of any activities or services involving Handling of Guard Dogs.

**Subject otherwise to the Policy terms Conditions Limitations and Exclusions**

### **PE/GD/D02 - Guard Dogs Extension**

#### POLICY ENDORSEMENT

The Underwriters will indemnify the Assured in respect of their legal liability to pay Damages in respect of activities or services involving Handling and/or use of Guard Dogs.

Other than:

- 1) liability arising out of the use of free-running dogs and/or dogs which are not under the control of a handler (whether or not on a leash) or securely tied or restrained.
- 2) liability arising out of any action in contravention of the Guard Dog Act of 1975 or any amending Act or Acts.

**Subject otherwise to the Policy terms Conditions Limitations and Exclusion**

### **PE/CCC/D02 – Care Custody and Control Extension**

#### POLICY ENDORSEMENT

The following paragraph is added to Section B – Exclusions 3.

(f) premises and their contents temporarily in the Assured's care, custody or control provided that such Damage arises during the normal operating hours of any business carried out at such premises.

Provided that Underwriters liability to pay Damages (including Claimants' costs fees and expenses) in this respect shall not exceed £250,000 any one occurrence or series of occurrences arising out of one originating cause and any one Period of Insurance.

**Subject otherwise to the Policy terms Conditions Limitations and Exclusions**

### **PE/MR/D02 – Medical/Repatriation Expenses Exclusion**

#### POLICY ENDORSEMENT

This Policy does not provide indemnity in respect of

- 1) medical costs and expenses incurred by the Assured and/or any employee of the Assured
- 2) repatriation costs and expenses incurred by the Assured and/or any employee of the Assured who is injured outside Great Britain, Northern Ireland the Channel Islands or the Isle of Man.

**Subject otherwise to the Policy terms Conditions Limitations and Exclusions**

## **LSW1002 02/99 - E.U. DISCLOSURE CLAUSE (UK)**

### **Notice to the Proposer/Assured**

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

Any enquiry or complaint should be addressed in the first instance to your Broker.

If you are not satisfied with the way a complaint has been dealt with you may ask the Policyholder and Market Assistance Department at Lloyd's to review your case without prejudice to your rights in law.

The address is:

Policyholder and Market Assistance  
Lloyd's Market Services  
One Lime Street  
LONDON EC3M 7HA  
Telephone: +44 (0)207 327 5693  
Fax: +44 (0)207 327 5225  
Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

02/99  
LSW1002



## **SANCTIONS CLAUSES**

### **Canada**

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 Canada, the European Union, United Kingdom or United States of America.

### **France**

Le (ré)assureur ne pourra en aucun cas être tenu d'accorder une couverture ou de payer un sinistre ou un dommage, ou de fournir quelque prestation que ce soit, si cette couverture, ce paiement ou ces prestations interviennent en violation d'une sanction, interdiction ou restriction résultant d'une résolution des Nations Unies, d'un règlement ou d'une décision du Conseil de l'Union Européenne, d'une décision impérative des autorités des États-Unis d'Amérique, et plus généralement en violation de dispositions entraînant des sanctions économiques ou commerciales ou en violation de lois ou de règlements pouvant s'appliquer à ce/cet (ré)assureur.

### **Germany & Austria**

Es besteht – unbeschadet der übrigen Vertragsbestimmungen Versicherungsschutz nur, soweit und solange dem keine auf die Vertragsparteien direkt anwendbaren Wirtschafts-, Handels- oder Finanzsanktionen bzw. Embargos der UN der EU oder sonstige anwendbare Sanktionen bzw. Embargos entgegenstehen.

### **Italy**

In nessun caso gli (Riassicuratori) Assicuratori saranno tenuti a fornire alcuna copertura assicurativa, soddisfare alcuna richiesta di risarcimento, garantire alcun pagamento o indennizzo sulla base del presente contratto, qualora detta copertura, pagamento o indennizzo possano esporre i medesimi a qualunque divieto, sanzione economica o restrizione in forza di Risoluzioni delle Nazioni Unite o Sanzioni economiche o commerciali, leggi o regolamenti dell'Unione Europea, Regno Unito o degli Stati Uniti d'America.

### **Portugal**

Nenhum (re)segurador poderá ser obrigado a cobrir riscos nem poderá ser responsável pelo pagamento de um sinistro ou de qualquer outro benefício acima referido, na medida em que tal cobertura, pagamento de sinistro ou atribuição de benefício exporia o (re)segurador a uma sanção, proibição, ou restrição nos termos das resoluções das Nações Unidas ou a sanções, nos termos das leis e regulamentos da União Europeia, Reino Unido ou Estados Unidos da América, em matéria comercial ou económica.

### **Spain**

En ningún caso, el Asegurador proporcionará cobertura a una reclamación, ni será responsable de indemnizar o de garantizar cualquier pago sobre la misma, si dicha cobertura, indemnización o pago pudiera exponer al Asegurador a cualquier sanción, prohibición o restricción en virtud de las resoluciones de las Naciones Unidas o de sanciones comerciales o económicas, leyes o regulaciones de la Unión Europea, Reino Unido o Estados Unidos de América.

### **Switzerland (German):**

Ungeachtet anderslautender Vertragsbestimmungen besteht Versicherungsschutz nur insoweit, als keine auf die Vertragsparteien direkt anwendbaren Sanktionsmassnahmen der Schweiz, und/oder



bzw. der EU, und/oder der UN dem Versicherungsschutz und jegliche damit verbundenen Versicherungsleistungen entgegenstehen.

**United Kingdom/ Hong Kong/ Singapore:**

i. LMA3100 –

**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.

15/09/10  
LMA3100

ii. AVN111 –

**Sanctions and Embargo Clause**

Notwithstanding anything to the contrary in the Policy the following shall apply:

1. If, by virtue of any law or regulation which is applicable to an Insurer at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defence to the Insured or make any payment of defence costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such law or regulation.

2. In circumstances where it is lawful for an Insurer to provide coverage under the Policy, but the payment of a valid and otherwise collectable claim may breach an embargo or sanction, then the Insurer will take all reasonable measures to obtain the necessary authorisation to make such payment.

3. In the event of any law or regulation becoming applicable during the Policy period which will restrict the ability of an Insurer to provide coverage as specified in paragraph 1, then both the Insured and the Insurer shall have the right to cancel its participation on this Policy in accordance with the laws and regulations applicable to the Policy provided that in respect of cancellation by the Insurer a minimum of 30 days notice in writing be given. In the event of cancellation by either the Insured or the Insurer, the Insurer shall retain the pro rata proportion of the premium for the period that the Policy has been in force. However, in the event that the incurred claims at the effective date of cancellation exceed the earned or pro rata premium (as applicable) due to the Insurer, and in the absence of a more specific provision in the Policy relating to the return of premium, any return premium shall be subject to mutual agreement. Notice of cancellation by the Insurer shall be effective even though the Insurer makes no payment or tender of return premium.

AVN 111 01.10.10

**COVER  
SECURE**

**CONTACT**

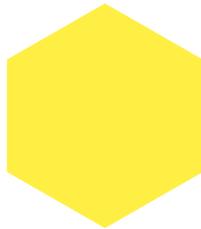
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