



X^L Insurance
Casualty Wholesale

Policy

Combined Liability Insurance

CLIO CW UK XLCICL 07/19



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1. Introduction

This policy consists of the Policy Definitions, Exclusions and Conditions, the **Schedule**, the coverage Sections stated as operative in the **Schedule** and **Endorsements**, if any, all of which are a single document and are to be read as one contract. In deciding to accept this policy and in setting the terms and premium the **Insurer** has relied on the information which the **Insured** has provided to them.

The **Insurer** will, in consideration of the payment of the **Premium**, insure the **Insured**, subject to the terms and conditions of this policy, against the events set out in the operative Sections and occurring in connection with the **Business** during the **Period of Insurance** or any subsequent period for which the **Insured** agrees to accept payment of **Premium**.

The **Insured** should read this policy carefully and make sure that it meets their needs. If any corrections are necessary the **Insured** should contact their broker through whom this policy was arranged.

The **Insured** should keep this policy in a safe place – the **Insured** may need to refer to it in the event of a claim.

1.1 Third Party Rights

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

1.2 Law and Jurisdiction

Unless specifically agreed to the contrary this policy shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this policy and all communications relating to it will be in English.

1.3 Interpretation

In this policy:

- (a) reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this policy;
- (b) if any term, condition, exclusion or **Endorsement** or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect;
- (c) the headings are for general reference only and shall not be considered when determining the meaning of this policy.



1.4 Cancellation

(a) **The Insured's Right to Cancel**

The **Insured** are entitled to cancel this policy by notifying the **Insurer**. Any return of **Premium** due to the **Insured** will be calculated at a proportional daily rate depending on how long the policy has been in force unless the **Insured** have made a claim in which case the full annual **Premium** is due.

(b) **The Insurer's Right to Cancel**

The **Insurer** is entitled to cancel this policy by giving the **Insured** thirty (30) days' notice in writing. Any return of **Premium** due to the **Insured** will be calculated at a proportional daily rate depending on how long the policy has been in force unless the **Insured** have made a claim in which case the full annual **Premium** is due.

1.5 Premium Payment

The **Insured** undertakes that **Premium** will be paid in full to the **Insurer** within 60 days of inception of this policy (or, in respect of instalment premiums, when due).

If the **Premium** due under this policy has not been so paid to the **Insurer** by the sixtieth day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) the **Insurer** shall have the right to cancel this policy by notifying the **Insured** through the broker in writing. In the event of cancellation, **Premium** is due to the **Insurer** on a proportional basis for the period that the **Insurer** is on risk but the full policy **Premium** shall be payable to the **Insurer** in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that the **Insurer** shall give not less than 15 days prior notice of cancellation to the **Insured** through the broker. If **Premium** due is paid in full to the **Insurer** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the **Premium** is to be paid through a London Market Bureau, payment to the **Insurer** will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

1.6 Breach of the Duty of Fair Presentation

(a) If, prior to entering into this policy, the **Insured** shall breach the duty of fair presentation, the remedies available to the **Insurer** are set out below.

(i) If the **Insured's** breach of the duty of fair presentation is deliberate or reckless:

(1) the **Insurer** may avoid the policy, and refuse to pay all claims; and,

(2) the **Insurer** need not return any of the **Premiums** paid.

- (ii) If the **Insured's** breach of the duty of fair presentation is not deliberate or reckless, the **Insurer's** remedy shall depend upon what the **Insurer** would have done if the **Insured** had complied with the duty of fair presentation:
 - (1) If the **Insurer** would not have entered into the contract at all, the **Insurer** may avoid the policy and refuse all claims, but must return the **Premiums** paid.
 - (2) If the **Insurer** would have entered into the policy, but on different terms (other than terms relating to the **Premium**), the policy is to be treated as if it had been entered into on those different terms from the outset, if the **Insurer** so requires.
 - (3) In addition, if the **Insurer** would have entered into the policy, but would have charged a higher **Premium**, the **Insurer** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the **Insurer** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{Premium actually charged/higher Premium}) \times 100$.

- (b) If, prior to entering into a variation to this policy, the **Insured** shall breach the duty of fair presentation, the remedies available to the **Insurer** are set out below.
 - (iii) If the **Insured's** breach of the duty of fair presentation is deliberate or reckless:
 - (1) The **Insurer** may by notice to the **Insured** treat the policy as having been terminated from the time when the variation was concluded; and,
 - (2) The **Insurer** need not return any of the **Premiums** paid.

 - (iv) If the **Insured's** breach of the duty of fair presentation is not deliberate or reckless, the **Insurer's** remedy shall depend upon what the **Insurer** would have done if the **Insured** had complied with the duty of fair presentation:
 - (1) If the **Insurer** would not have agreed to the variation at all, the **Insurer** may treat the policy as if the variation was never made, but must in that event return any extra **Premium** paid.
 - (2) If the **Insurer** would have agreed to the variation to the policy, but on different terms (other than terms relating to the **Premium**), the variation is to be treated as if it had been entered into on those different terms, if the **Insurer** so requires.
 - (3) If the **Insurer** would have increased the **Premium** by more than it did or at all, then the **Insurer** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the **Insurer** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{Premium actually charged/higher Premium}) \times 100$.

- (4) If the **Insurer** would not have reduced the **Premium** as much as it did or at all, then the **Insurer** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the **Insurer** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{Premium actually charged/reduced total Premium}) \times 100$.

1.7 Fraud

- (a) If the **Insured** makes a fraudulent claim under this insurance contract, the **Insurer**:
- (i) is not liable to pay the claim; and
 - (ii) may recover from the **Insured** any sums paid by the **Insurer** to the **Insured** in respect of the claim; and
 - (iii) may by notice to the **Insured** treat the contract as having been terminated with effect from the time of the fraudulent act.
- (b) If the **Insurer** exercises their right under clause (a)(iii) above:
- (i) the **Insurer** shall not be liable to the **Insured** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Insurer's** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
 - (ii) the **Insurer** need not return any of the **Premiums** paid.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

1.8 Sanctions

The **Insurer** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **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.

1.9 Complaints Procedure

The **Insurer** is dedicated to providing a high quality service and wants to ensure that they maintain this at all times.

If the **Insured** has any questions or concerns about the policy or the handling of a claim please contact the broker through whom this policy was arranged.

If the **Insured** wish to make a complaint the **Insured** can do so at any time by referring the matter to:

Complaints Department
XL Catlin Services SE
20 Gracechurch Street
London
EC3V 0BG, United Kingdom
Telephone Number: +44 (0)20 7743 8487



Email: axaxlukcomplaints@axaxl.com

XL Catlin Services SE acts on behalf of the **Insurer** in the administration of complaints.

If the **Insured** remains dissatisfied after the Complaints Department have considered the complaint, or the **Insured** has not received a final decision within (8) weeks, the **Insured** can refer the complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR
United Kingdom

Telephone Number: **From within the United Kingdom**
0800 0234 567 calls to this number are free on mobiles and landlines
0300 1239 123 calls to this number costs no more than calls to 01 and 02 numbers
From outside the United Kingdom
+44 (0)20 7964 0500
Fax Number: +44 (0)20 7964 1001
Text Number: 07860 027 586 Call Back Service
Email: complaint.info@financial-ombudsman.org.uk

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for XL Catlin Insurance Company UK Limited is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

1.10 Financial Services Compensation Scheme

The **Insurer** is covered by the Financial Services Compensation Scheme. The **Insured** may be entitled to compensation from the Scheme if the **Insurer** is unable to meet their obligations under this policy. If the **Insured** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY, United Kingdom) and on their website: www.fscs.org.uk.



1.11 Regulatory Information

(a) **XL Catlin Insurance Company UK Limited**

XL Catlin Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 423308).

Registered Office 20 Gracechurch Street, London, EC3V 0BG, United Kingdom.
Registered in England Number 5328622.

(b) **XL Catlin Services SE**

XL Catlin Services SE acts as an agent of XL Catlin Insurance Company UK Limited in connection with this policy. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Financial Conduct Authority (Firm Reference No. 753688).

Registered Office 20 Gracechurch Street, London, EC3V 0BG, United Kingdom.
Registered in England Number SE000103.

The **Insured** can check this out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

1.12 Fair Processing Notice

This Privacy Notice describes how XL Catlin Insurance Company UK Limited (“we”, or “us”) collect and use the personal information of insureds, claimants and other parties (“you”) when we are providing our insurance and reinsurance services.

The information provided to us, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by us for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by us for these purposes with group companies and third-party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: legalcompliance@axaxl.com.

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the relevant Data Protection Authority.



For more information about how we process your personal information, please see our full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

Brokers, Intermediaries, Partners, Employers and Other Third Parties

If you provide us with information about someone else, we will process their personal information in line with the above. Please ensure you provide them with this notice and encourage them to read it as it describes how we collect, use, share and secure personal information when we provide our services as an insurance and reinsurance business.

2. Claims Procedure

- 2.1 As a condition precedent to the right to be indemnified under this policy, the **Insured** must:
- (a) must give written notice of a claim to the **Insurer** or if appointed, the **Insured** may notify the **Insurer's** appointed third-party claims administrator (as may be nominated by the **Insurer** from time to time and hereinafter referred to as the "Claims Administrator") as soon as practicably possible of any incident that may give rise to a claim under this policy and in any event within 30 days of such knowledge.
 - (b) give all such additional information as the **Insurer** 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 the **Insurer** 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 **Insurer** or the Claims Administrator (if appointed) immediately as soon as they are received;
 - (c) make no admission of liability, offer, compromise or payment without the **Insurer's** or the Claims Administrator's (if appointed) prior written consent;

The **Insurer** shall be entitled to refuse to pay, or reduce the amount they pay, for any claim under this policy if the **Insured** fails to comply with (a) to (c) above.

- 2.2 In the event of any occurrence giving rise to loss or damage insured under this policy the **Insured** shall take such immediate action as is necessary to minimise the loss.
- 2.3 The **Insurer** shall be entitled to take over and conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute in the name of the **Insured** 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 **Insured** shall give all such information and assistance as the **Insurer** may reasonably require.
- 2.4 For the safety of the property insured and to prevent loss or damage in the event of an event giving rise or which may give rise to a claim under this policy the **Insured** shall at their own expense take such immediate action as is necessary to minimise any loss and prevent repetition.

3. Policy Definitions

All the individual policy Sections are subject to the following definitions except where stated below.

- 3.1 "**Bodily Injury**" means death, bodily injury, illness or disease of or to any person.
- 3.2 "**Business**" means the ordinary business of the **Insured** as specified on the **Schedule**.
- 3.3 "**Claimant**" means any party that brings a claim against the **Insured**.
- 3.4 "**Damages**" means monetary compensation capable of being awarded in civil proceedings but excluding aggravated and exemplary damages and excluding criminal fines or penalties.
- 3.5 "**Defence Costs**" means all costs, fees, and expenses incurred by the **Insured** with the **Insurer's** prior written consent in the defence or settlement of any claim under this policy including but not limited to legal expenses:
- (a) arising out of representation at any Coroner's Inquest or Fatal Accident inquiry;
 - (b) 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** in respect of matters which may form the subject of indemnity by this policy (including with the **Insurer's** prior consent **Employees** partners or directors of the **Insured**) provided that:
 - (i) the **Insurer** shall not be liable for any fines or penalties imposed as a consequence of such prosecution
 - (ii) the **Insurer** shall not be responsible for **Defence Costs** where, at the **Insurer's** discretion, they obtain the opinion of counsel (whose appointment is at the **Insurer's** 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
 - (iii) the **Insurer's** liabilities for **Defence Costs** in cases of breach or alleged breach of the 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
 - (iv) the **Insurer's** 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
 - (c) 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.
- 3.6 "**Employee**" means any person:
- (a) under a contract of service or apprenticeship with the **Insured**; or
 - (b) engaged by the **Insured** to perform a contract constituting the provision of labour only arising out of the **Business**.



- 3.7 "**Endorsement**" means a change in the terms and conditions of this policy agreed by the **Insurer** that can extend or restrict cover.
- 3.8 "**Excess**" means the first part of every claim that the **Insurer** are not liable to pay as set out in the **Schedule**.
- 3.9 "**Insured**" means the person, persons or corporate body or other entity named in the **Schedule**.
- 3.10 "**Insurer**" means XL Catlin Insurance Company UK Limited.
- 3.11 "**Limit of Liability**" means the limit of liability applicable to the relevant Section (or item insured within such Section) as set out in the **Schedule**.
- 3.12 "**Offshore**" means from the time an **Employee** embarks onto a conveyance at the point of final departure to an offshore rig or offshore platform, within the territorial waters around the **United Kingdom** until such time as the **Employee** disembarks from the conveyance onto land upon return from an offshore rig or an offshore platform.
- 3.13 "**Period of Insurance**" means the period of time over which this policy provides indemnity referred to in the **Schedule**.
- 3.14 "**Pollution**" means any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including for example smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including for example material to be recycled, reconditioned or reclaimed) or contamination of any kind of the atmosphere or of any water, land, buildings or other tangible property.
- 3.15 "**Premium**" means the amount of premium as stated in the **Schedule**.
- 3.16 "**Principal**" means any person who engages the **Insured**, in writing, to perform a contract.
- 3.17 "**Product**" means any tangible property after it has left the custody or control of the **Insured** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, leased, loaned, free issued, altered or repaired by or on behalf of the **Insured**. **Product** does not include any structure or contract works and/or materials for incorporation therein.
- 3.18 "**Schedule**" means the document entitled **Schedule** that relates to and forms part of this policy.
- 3.19 "**Territorial Limits**" means the **United Kingdom**.
- 3.20 "**Terrorism**" means an act, including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- 3.21 "**United Kingdom**" means England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.

4. Policy Extensions

All the individual policy Sections are subject to the following extensions except where stated below.

4.1 Court Attendance Costs

In the event of any of the persons mentioned below attending court as a witness at the request of the **Insurer** in connection with a third party claim in respect of which the **Insured** is entitled to indemnity under this policy the **Insurer** will provide compensation to the **Insured** at the following rates per day for each day on which attendance is required:

- | | | |
|-----|---|---------|
| (a) | any director or partner of the Insured | GBP 500 |
| (b) | any Employee | GBP 250 |

4.2 Cross Liabilities

It is hereby declared and agreed that where more than one party is named in the **Schedule** as the **Insured** indemnity shall apply as though individual insurances have been issued to each party provided always that the **Insurer's** total liability shall not exceed the relevant **Limit of Liability**.

4.3 Indemnity to Others

At the request of the **Insured**, and subject to the prior written consent of the **Insurer**, will be extended to:

- (a) any party who enters into an agreement with the **Insured** for any purposes of the **Business** but only to the extent required by such agreement to grant such indemnity
- (b) officials of the **Insured** 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 **Insured's Employees**;
- (c) any officer, committee or member of the **Insured's** canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacities as such:
- (d) any person or firm arising out of the performance of a contract with the **Insured** constituting the provision of labour only;
- (e) the personal representatives of any person indemnified by reason of this extension in respect of liability incurred by such person:

each of whom shall be subject to the terms of this policy as though they were the **Insured** so far as they can apply and provided that the **Insured** would have been entitled to indemnity under the relevant Section if the claim had been made against the **Insured**.

4.4 Indemnity to Principals

Where the **Insured** so requests the **Insurer** agrees to indemnify any **Principal** of the **Insured** but only to the extent that such liability arises solely out of the work performed for the **Principal** by or on behalf of the **Insured** and that such liability is no greater than that which would have arisen in the absence of any contractual agreement with the **Principal**.



The **Insured** agrees that any indemnification to the **Principal** exhausts any right of the **Insured** to such sums that have been indemnified to the **Principal** and shall erode the relevant **Limit of Liability**. Such **Principal** shall be subject to and comply with the terms and conditions of the policy.

5. Policy Exclusions

All the individual policy Sections are subject to the following exclusions except where stated below.

This policy does not apply to or include cover for or arising out of or relating to:

5.1 **Asbestos**

the exposure or alleged exposure to asbestos or materials containing asbestos.

This exclusion does not apply to the Employers' Liability Section.

5.2 **Cyber**

the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

This exclusion does not apply to the cover provided by Extension 8.3.1 – Data Protection Legislation.

5.3 **Data Loss**

the loss of or damage to data documents information or records stored on computer or media systems and/or distortion or erasure howsoever caused.

This exclusion does not apply to the cover provided by Extension 8.3.1 – Data Protection Legislation.

5.4 **Data Protection**

compensation, damages, losses, costs, expenses, fines, penalties or any other sum arising out of breach of privacy rules or legislation including for example the Data Protection Act 2018, whether the liability of the **Insured** arises directly or indirectly.

This exclusion does not apply to the cover provided by Extension 8.3.1 – Data Protection Legislation.

This exclusion does not apply to the Employers' Liability Section.

5.1 **Deliberate Failure to Prevent Injury or Damage**

arising out of the deliberate, conscious, or intentional disregard by the **Insured's** technical or administrative management of the need to take all practical steps to prevent **Bodily Injury** or physical loss or damage.

This exclusion does not apply to the Employers' Liability Section.

5.5 **Liquidated Damage**

arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached and to such extent that it would have done in the absence of such clauses or warranties;

This exclusion does not apply to the Employers' Liability Section.



5.6 **Manslaughter**

any allegation (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide.

5.7 **Nuclear and War**

any of the following:

- (a) war (whether declared or not), invasion, acts of a foreign enemy, hostilities, or any similar act, condition or warlike operation, warlike action by a regular or irregular military force or other authority to hinder or defend against an actual or expected attack;
- (b) insurrection, rebellion, civil war, revolution, riot, attempt to usurp power, popular uprising, or any action taken by any governmental or martial authority in hindering or defending against any of these;
- (c) discharge, explosion, or use of a weapon of mass destruction (whether or not employing nuclear fission or fusion), or chemical, biological, radioactive or similar agents, by any party at any time for any reason.

5.8 **Radioactive Contamination**

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

but as far as concerns the Employers' Liability Section this exclusion will only apply where legal liability is:

- (i) that of any **Principal**; and
- (ii) accepted under written agreement and would not have attached in the absence of such agreement.

5.9 **Terrorism**

arising out of an act of **Terrorism**.

This exclusion shall not apply to the Employers' Liability Section.

6. Policy Conditions

All the individual policy Sections are subject to the following conditions except where stated below.

6.1 Adjustment in Premium

If any of the **Premium** for this policy has been calculated on estimates furnished by the **Insured** the **Insured** shall keep accurate records containing all particulars relative thereto and shall at all times allow the **Insurer** to inspect such records. The **Insured** shall, no later than three months after the expiry of each **Period of Insurance** furnish such particulars to the **Insurer** and the **Premium** for such period shall thereupon be adjusted and the difference paid by or allowed to the **Insured** as the case may be subject to any minimum **Premium** required. The **Insurer** reserves the right to request that the **Insured** 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 **Insured** of any adjustment due.

Should the **Insured** fail to produce the particulars referred to in this condition within the timeframe specified in this clause, or pay any applicable additional **Premium** due in accordance with this clause, the **Insurer** shall be entitled to refuse to pay, or reduce the amount they pay, for any claim under this policy, whether reported or not.

6.2 Alterations in Risk

The **Insured** is required to notify the **Insurer** as soon as is practicably possible of all material facts or alterations in the risk which come to their knowledge or arise during the currency of this policy and the **Insurer** reserves the right to amend the terms and conditions of the policy.

In the event of breach of this term, the **Insurer** shall have no liability under this policy, unless the **Insured** shows that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

6.3 Apportionment of Defence Costs

In the event of a loss arising to which the **Insurer** may be liable to contribute, no **Defence 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 **Defence Costs** in the proportion that their share of the loss as finally settled bears to the total sum payable.

6.4 Assistance and Co-operation

The **Insured** and any person insured must provide the **Insurer** with such information, assistance and co-operation as the **Insurer** and/or its representative may request. The **Insurer** shall be entitled to refuse to pay any **Claim** under this policy in its entirety if the **Insured** or any person insured fails to do so.



6.5 Claims Jurisdiction

It is hereby agreed between the **Insurer** and the **Insured** that indemnity provided by this policy shall apply only to Judgments of first instance against the **Insured** in the Courts of Law of the **United Kingdom** and not to judgments obtained elsewhere nor to judgments or order obtained in the said courts for the enforcement of foreign judgments whether by way of reciprocal agreements or otherwise, unless the **Insured** has requested that there shall be no such limitation and has accepted the terms offered by the **Insurer** in granting such cover which offer and acceptance must be signified by specific endorsement to this policy.

The **Premium** for this insurance has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

6.6 Documents Relevant to a Claim

The **Insured** or any person insured must ensure that all documents relevant to any **Claim** and any circumstance which is likely to give rise to a **Claim** are not destroyed or otherwise disposed of. The **Insurer** shall be entitled to refuse to pay any **Claim** under this policy in its entirety if the **Insured** or any person insured fails to do so.

6.7 Excess

Where an **Excess** is stated in the **Schedule**, and unless otherwise stated in the **Schedule**, the **Insured** 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.

6.8 Limit of Liability

(a) Occurrence

The **Insurer's** total liability to pay **Damages** (including **Claimants'** costs, fees and expenses) shall not exceed the sum stated in the **Schedule** in respect of any one occurrence.

(b) Occurrence Limit

Where an occurrence involves liability under the Public, Products and/or Pollution Liability Sections, the **Insurer's** total liability in respect of that occurrence

- (i) shall not exceed the largest single **Limit of Liability** available under those combined Sections; and
- (ii) shall not exceed, in respect of each Section involved, the **Limit of Liability** available under that Section.

(c) Aggregate

Where an aggregate **Limit of Liability** is stated in the **Schedule** to apply, the **Insurer's** total liability to pay **Damages** (including **Claimants'** costs, fees and expenses) in respect of the entire **Period of Insurance** shall not exceed the stated aggregate **Limit of Liability** regardless of the number or severity of occurrences or claims.



(d) **Excess**

No cover shall be granted under any liability Section for the amount of the **Excess** stated in the **Schedule**. The **Limits of Liability** stated in the **Schedule** are in excess of and not reduced by the amount of any **Excess**.

Where an occurrence involves liability under the Public, Products and/or Pollution Liability Sections, only the largest **Excess** of those Sections shall apply in the event of a loss under more than one Section.

6.9 **Other Insurance**

If other valid, collectible insurance with any other insurer is available to the **Insured** 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.

6.10 **Payment in Full**

The **Insurer** may at any time pay to the **Insured** in connection with any claim or series of claims under this policy to which a **Limit of Liability** applies the amount of such **Limit of Liability** after deduction of any sums already paid or any lesser amount for which such claims can be settled. Upon such payment being made the **Insurer** shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of **Defence Costs** incurred prior to the date of such payment where such **Defence Costs** are stated as being payable in addition to the relevant **Limit of Liability**.

6.11 **Rights of Recourse**

The **Insured** will at all times retain full rights of recourse against those supplying products or otherwise providing to the **Insured** a service in connection with any **Product** or any component part thereof unless the **Insurer** has agreed in writing to the waiver of such rights.

6.12 **Subrogation**

The **Insured** shall at the request and at the expense of the **Insurer** do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the **Insurer** for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the **Insurer** 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 **Insurer** 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 the **Insurer**. The balance shall then as between the **Insured** and the **Insurer** be distributed as follows:

- (a) The **Insured** receives any sum they have paid or lost excluding interest, in respect of which the recovery has been made above the level of the **Excess** (if applicable) and in excess of all amounts recovered and recoverable under this policy; then



- (b) After payment of the amount referred to in (a) above the **Insurer** receives 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 (a) and (b) above the **Insured** receives any balance, exclusive of interest.
- (d) Any interest on any recovery made from a third party will be distributed between the **Insured** and the **Insurer** in the same order as outlined in (a), (b) and (c) above.

7. Employers' Liability Section

7.1 Insuring Clause

The **Insurer** will indemnify the **Insured** against their legal liability to pay **Damages** (including **Claimants'** costs fees and expenses) and **Defence Costs** in respect of **Bodily Injury** caused to an **Employee** during the **Period of Insurance**:

- (a) arising out of and in the course of their employment by the **Insured**; or
- (b) arising out of and in the course of their engagement by the **Insured** to perform a contract constituting the provision of labour only in relation to the **Business**

The indemnity provided shall only apply to **Bodily Injury** caused:

- (i) within the **Territorial Limits**; or
- (ii) to non-manual **Employees** during temporary visits abroad provided that such **Employees** are ordinarily resident in the **Territorial Limits**.

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** within the **Territorial Limits**. The **Insured** shall repay to the **Insurer** all sums paid by the **Insurer** which the **Insurer** would not have been liable to pay but for the provisions of such law, ordinance or statute.

7.2 Limit of Liability and Defence Costs

The **Insurer's** liability to pay **Damages** (including **Claimants'** costs fees and expenses) shall not exceed the relevant **Limit of Liability** in respect of any one occurrence or series of occurrences arising out of one originating cause.

Defence Costs shall be paid as part of and not in addition to the relevant **Limit of Liability**.

7.3 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

7.3.1 Asbestos

This Section will apply, subject to all its terms and conditions, to **Bodily Injury** arising out of the exposure to asbestos or alleged exposure to asbestos or materials or products containing asbestos to the extent that cover is required in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **United Kingdom** and where a sub **Limit of Liability** is specified in the **Schedule**.

7.3.2 Data Protection

This Section will apply, subject to all its terms and conditions, to the **Insured's** legal liability to pay compensation to any **Employee** as a result of **Bodily Injury** under Section 169 of the Data Protection Act 2018 or under Article 82 of the General Data Protection regulation (EU) 2016/679 to the extent that cover is required in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **United Kingdom** and where a sub **Limit of Liability** is specified in the **Schedule**.

7.3.3 **Medical Treatment**

Indemnity shall be extended to the **Insured** and any medical doctor or dentist employed by the **Insured** in respect of liability to any person under a contract of service or apprenticeship with the **Insured** resulting from treatment given, provided that any such doctor or dentist shall be subject to the terms of this policy as though they were the **Insured** so far as they can apply and provided that the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured**.

7.3.4 **Offshore**

This Section will apply, subject to all its terms and conditions, to **Bodily Injury** occurring **Offshore** to the extent that cover is required in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **United Kingdom** and where a sub **Limit of Liability** is specified in the **Schedule**.

7.3.5 **Terrorism**

This Section will apply, subject to all its terms and conditions, to **Terrorism** to the extent that cover is required in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **United Kingdom** and where a sub **Limit of Liability** is specified in the **Schedule**.

7.3.6 **Unsatisfied Court Judgements**

Where a Judgement for **Damages** has been obtained by any **Employee** or the legal personal representatives of any **Employee**:

- (a) in respect of **Injury** sustained by the **Employee** arising out of and in the course of employment by the **Insured** in the **Business** during the **Period of Insurance**; or
- (b) against any company or individual, other than the **Insured**, operating from or resident in premises within the **United Kingdom**; and
- (c) such Judgement remains unsatisfied in whole or in part six (6) months after the date of judgement;

then at the request of the **Insured** the **Insurer** will pay to the **Employee** or the said legal personal representatives the amount of any such **Damages** and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- (i) there is no appeal outstanding;
- (ii) if any payment is made by the **Insurer** the **Employee** or the said legal personal representatives shall assign the Judgement to the **Insurer**;
- (iii) the legal proceedings (in which the Judgement was obtained) were commenced during the **Period of Insurance** in order to receive such **Damages**;
- (iv) the **Insurer** would have covered the Insured's liability if the **Claim** had been made under this Section;



- (v) the **Insured** notified the **Insurer** that the **Employee** intends to commence proceedings and the **Insurer** agrees to provide cover in respect of those proceedings;
- (vi) the Judgement is made by any Court of Law in the **United Kingdom** or the European Union;
- (vii) the liability of the **Insurer** for **Damages** costs and expenses shall not exceed the amount stated as the **Limit of Liability** in the **Schedule**; and
- (viii) if the **Employee** receives any **Damages** or costs after the **Insurer** has paid for them, the **Employee** must return the amount to the **Insurer**.

7.4 **Compulsory Motor Insurance Exclusion**

This Section does not provide any indemnity in respect of 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;

7.5 **Employers' Liability Tracing Office Notice**

Certain information relating to this Section, namely:

- (a) the Policy Number;
- (b) employers' names and addresses, including subsidiaries and any relevant changes of name;
- (c) coverage dates and;
- (d) if relevant, the employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers;

will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to the Employers' Liability Database (ELD).

It is understood by the **Insured** that the above named information provided to the **Insurer** will be processed by the **Insurer** for the purpose of providing the ELD, in compliance with the provisions of the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

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

8. Public Liability Section

8.1 Insuring Clause

The **Insurer** will indemnify the **Insured** against their legal liability to pay **Damages** (including **Claimants'** costs fees and expenses) and **Defence Costs** in respect of accidental:

- (a) **Bodily Injury** to any person;
- (b) physical loss of or damage to tangible property;

in connection with the **Business** and occurring during the **Period of Insurance**.

The indemnity provided shall only apply to **Bodily Injury** or physical loss of or damage to tangible property occurring

- (i) within the **Territorial Limits**; or
- (ii) during the course of temporary visits abroad by non-manual **Employees**.

8.2 Limit of Liability Defence Costs

The **Insurer's** liability to pay **Damages** (including **Claimants'** costs, fees and expenses) shall not exceed the **Limit of Liability** applicable to this Section 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 relevant **Limit of Liability**.

8.3 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

8.3.1 Data Protection Legislation

This Section extends to cover the **Insured** for legal liability in respect of any claim for compensation as a result of **Bodily Injury** and/or physical loss of or damage to tangible property under Section 169 of the Data Protection Act 2018 or under Article 82 of the General Data Protection Regulation (EU) 2016/679.

Cover in respect of such claims shall be available only under the terms and conditions of this extension and nowhere else in this policy.

For the purposes of this extension non-material damage which is the subject of such claim shall be considered as **Bodily Injury** and will be treated as having occurred when the claimant first had knowledge or alleges that they had knowledge of the event giving rise to that **Injury**.

This extension applies where claims are made against the **Insured** during the **Period of Insurance** arising from **Bodily Injury** and/or physical loss of or damage to tangible property occurring on or after the Retroactive Date specified in the **Schedule** and before the expiry date of the policy. If a circumstance, which is likely to give rise to a claim being made against the **Insured**, occurring subsequent to the Retroactive Date and before the expiry date of the policy is notified to the **Insurer** in accordance with Clause 2.1, the **Insurer** will not deny any subsequent claim arising out of that circumstance solely because the claim was made after the expiry date of the policy.

The **Insurer's** liability under this extension shall be limited to GBP 50,000 any one occurrence and in the aggregate, inclusive of **Defence Costs**, which shall be a part of and not in addition to the **Limit of Liability**.

The **Excess** under this extension shall be 10% of each claim subject to a minimum of GBP 1,000 and shall be applicable to **Defence Costs**.

Additional Exclusions

The **Insurer** shall not provide cover:

- (a) against liability caused by or arising from a deliberate act by or omission of any person entitled to insurance under this policy if the result could have been expected having regard to the nature and circumstances of such act or omission;
- (b) for the costs of replacing, reinstating, rectifying or erasing any Personal Data, as defined in Data Protection Act 2018;
- (c) against liability caused by or arising from the recording, processing or provision of data for reward or the determining of the financial status of a person; or
- (d) against liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement.

Fee Payment Condition

The **Insurer** shall be entitled to refuse to pay any claim under this extension in its entirety if the **Insured** has not paid any fees required to be paid by any data protection authority.

8.3.2 Defective Premises Act 1972

The indemnity granted by this Section is extended to indemnify the **Insured** against any legal liability incurred by the **Insured** by virtue of Section 3 of the Defective Premises Act, 1972 or Section 3 of the Defective Premises Measure (Northern Ireland) 1974 or any amendment thereto in connection with premises that have been disposed of by the **Insured**. Except that the **Insurer** will not be liable to provide an indemnity for the cost of remedying any defect or alleged defect in such premises.

8.3.3 Denial of Access

The indemnity granted by this Section is extended to indemnify the **Insured** against legal liability to pay **Damages** (including **Claimant's** costs and expenses), as a result of a denial of access that occurs during the **Period of Insurance** and arises out of and in connection with the **Business**.

For the purpose of this extension, denial of access means nuisance, trespass, or interference with any easement, right of air, light water or way.

8.3.4 **Motor Contingent Liability**

Exclusion 8.4.4 – Motor Vehicles shall not apply to liability arising out of or from the operation or use of any mechanically propelled vehicle not owned, hired or borrowed by or leased to the **Insured** and used in the course of **Business** provided that this clause excludes and the **Insurer** will not be liable for:

- (a) **Damage** to such vehicle or to property conveyed therein or thereon; or
- (b) **Bodily Injury** or damage arising while such vehicle is being driven by:
 - (i) any insured person other than an **Employee**; or
 - (ii) any person who to the **Insured's** knowledge or the knowledge of any **Principal**, director, officer or manager of the **Insured** does not hold a licence to drive such vehicle;
- (c) **Bodily Injury** or damage caused or arising while such vehicle is:
 - (i) engaged in racing, pace-making, reliability trials or speed testing;
 - (ii) being used outside the **United Kingdom**
- (d) **Bodily Injury** or damage in respect of which the **Insured** is entitled to indemnity under any other insurance.

8.3.5 **Overseas Liability**

At the request of the **Insured** the indemnity granted by this Section is extended to indemnify the **Insured** and its **Employees** or directors (including their family or persons normally resident with them), against legal liability for **Bodily Injury**, physical loss of or damage to tangible property or denial of access (as provided by Extension 8.3.3 incurred in a personal capacity while temporarily outside the **United Kingdom** in connection with the **Business**, provided that such **Bodily Injury** physical loss of or damage to tangible property or denial of access does not arise out of the ownership or occupation of land or buildings.

8.3.6 **Private Work**

The indemnity granted by this Section is extended to indemnify the **Insured** against legal liability in respect of work carried out on behalf of **Principals** / directors of the **Insured** by **Employees** engaged or borrowed from the **Insured** in their private capacity

8.4 **Exclusions**

This Section does not provide any indemnity in respect of liability:

8.4.1 **Aircraft of Watercraft**

caused by the ownership or operation by or on behalf of the **Insured** of any waterborne craft, hovercraft, aircraft or railborne vehicle;



8.4.2 **Bodily Injury to Employees**

for **Bodily Injury** to any **Employee** arising out of and in the course of their employment by or under a contract of service with the **Insured** or arising out of and in the course of their engagement by the **Insured** to perform a contract constituting the provision of labour only arising out of the **Business** specified in the **Schedule**;

8.4.3 **Care, Custody or Control**

for loss or damage to property owned, leased or hired by or under hire purchase or on loan to the **Insured** or in the **Insured's** care custody and control other than:

- (a) visitors tools, clothing and personal effects (but not furs and money and jewellery);
- (b) **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
- (c) premises (including contents thereof) not owned nor rented by the **Insured** but temporarily occupied by them for the purpose of work therein or thereon;
- (d) premises tenanted by the **Insured** to the extent that the **Insured** would be held liable in the absence of any specific agreement;

8.4.4 **Motor Vehicles**

arising out of ownership, possession or use of any mechanically propelled vehicle where a Certificate of Motor Insurance or security 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) whilst on or about the contract site;
- (b) other vehicles brought on to site for use on site.

8.4.5 **Pollution**

arising out of **Pollution**;

8.4.6 **Products**

arising out of or in connection with any **Product**;

8.4.7 **Professional Liability**

for any loss arising out of or from advice, design, plans, specifications, formulae, surveys, or directions prepared or given by the **Insured** for a fee;

9. Product Liability Section

9.1 Insuring Clause

The **Insurer** will indemnify the **Insured** against their legal liability to pay **Damages** (including **Claimants'** costs fees and expenses) and **Defence Costs** in respect of accidental:

- (a) **Bodily Injury** to any person;
- (b) physical loss of or damage to tangible property;

arising out of or in connection with any **Product** occurring during the **Period of Insurance**.

9.2 Limit of Liability and Defence Costs

The **Insurer's** liability to pay **Damages** (including **Claimants'** costs, fees and expenses) shall not exceed the **Limit of Liability** applicable to this Section in respect of all occurrences in the **Period of Insurance**.

Defence Costs will be payable in addition to the **Limit of Liability** applicable to this Section.

9.3 Exclusions

This Section does not provide any indemnity in respect of liability:

9.3.1 Aircraft

arising out of any **Product** which, with the **Insured'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**;

9.3.2 Bodily Injury to Employees

for **Bodily Injury** to any **Employee** arising out of and in the course of their employment by or under a contract of service with the **Insured** or arising out of and in the course of their engagement by the **Insured** to perform a contract constituting the provision of labour only arising out of the **Business** specified in the **Schedule**;

9.3.3 Care, Custody or Control

for physical loss or damage to property owned, leased or hired by or under hire purchase or on loan to the **insured** or otherwise in the **Insured's** care, custody or control other than:

- (a) premises (or the contents thereof) temporarily occupied by the **Insured** for work therein (but no indemnity is granted for physical loss or damage to that part of the property on which the **Insured** is working and which arises out of such work);
- (b) premises tenanted by the **Insured** to the extent that the **Insured** would be held liable in the absence of any specific agreement;

9.3.4 Damage to Products

for **Damage** to any **Product** or part thereof;

9.3.5 Motor Vehicles



arising out of any **Product** which is intended for use in a motor vehicle except where especially stated to be included in the **Business**;

9.3.6 **Pollution**

arising out of **Pollution**;

9.3.7 **Professional Liability**

for any loss arising out of or from advice, design, plans, specifications, formulae, surveys, or directions prepared or given by the **Insured** for a fee

9.3.8 **Recall**

arising out of the recall of any **Product** or part thereof;

9.3.9 **Repair or Replacement**

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;

9.3.10 **Watercraft**

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**;

10. Pollution Liability Section

10.1 Insuring Clause

The **Insurer** will indemnify the **Insured** against their legal liability to pay **Damages** (including **Claimants'** costs fees and expenses) and **Defence Costs** in respect of accidental:

- (a) **Bodily Injury** to any person;
- (b) physical loss of or damage to tangible property;

arising out of **Pollution** occurring in its entirety during the **Period of Insurance** within the **Territorial Limits** in connection with the **Business** but only to the extent that the **Insured** can demonstrate that such **Pollution**:

- (i) was the direct result of a sudden specific and identifiable event occurring during the **Period of Insurance**; and
- (ii) was not the direct result of the **Insured** failing to take practical precautions to prevent such **Pollution**.

10.2 Limit of Liability and Defence Costs

The **Insurer's** liability to pay **Damages** (including **Claimants'** costs fees and expenses) shall not exceed the relevant **Limit of Liability** in the **Schedule** in respect of all occurrences in the **Period of Insurance**.

Defence Costs will be payable in addition to the relevant **Limit of Liability**.

10.3 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

10.3.1 Denial of Access

The indemnity granted by this Section is extended to indemnify the **Insured** against legal liability to pay **Damages** (including **Claimant's** costs and expenses), as a result of a denial of access that occurs during the **Period of Insurance** and arises out of and in connection with the **Business**.

For the purpose of this extension, denial of access means nuisance, trespass, or interference with any easement, right of air, light water or way.

10.3.2 Motor Contingent Liability

Exclusion 10.4.5 – Motor Vehicles shall not apply to liability arising out of or from the operation or use of any mechanically propelled vehicle not owned, hired or borrowed by or leased to the **Insured** and used in the course of **Business** provided that the **Insurer** will not be liable for:

- (a) **Damage** to such vehicle or to property conveyed therein or thereon; or

- (b) **Bodily Injury** or damage arising while such vehicle is being driven by:
 - (i) any insured person other than an **Employee**; or
 - (ii) any person who to the **Insured's** knowledge or the knowledge of any **Principal**, director, officer or manager of the **Insured** does not hold a licence to drive such vehicle;
- (c) **Bodily Injury** or damage caused or arising while such vehicle is:
 - (i) engaged in racing, pace-making, reliability trials or speed testing;
 - (ii) being used outside the **United Kingdom**
- (d) **Bodily Injury** or damage in respect of which the **Insured** is entitled to indemnity under any other insurance.

10.3.3 **Private Work**

The indemnity granted by this Section is extended to indemnify the **Insured** against legal liability in respect of work carried out on behalf of **Principals** / directors of the **Insured** by **Employees** engaged or borrowed from the **Insured** in their private capacity

10.4 **Exclusions**

This Section does not provide any indemnity in respect of liability:

10.4.1 **Aircraft or Watercraft**

caused by the ownership or operation by or on behalf of the **Insured** of any waterborne craft, hovercraft aircraft or railborne vehicle;

10.4.2 **Bodily Injury to Employees**

for **Bodily Injury** to any **Employee** arising out of and in the course of their employment by or under a contract of service with the **Insured** or arising out of and in the course of their engagement by the **Insured** to perform a contract constituting the provision of labour only arising out of the **Business** specified in the **Schedule**;

10.4.3 **Care, Custody or Control**

for loss or damage to property owned, leased or hired by or under hire purchase or on loan to the **Insured** or in the **Insured's** care custody and control other than:

- (a) premises (including contents thereof) not owned nor rented by the **Insured** but temporarily occupied by them for the purpose of work therein or thereon;
- (b) premises tenanted by the **Insured** to the extent that the **Insured** would be held liable in the absence of any specific agreement;



10.4.4 **Land or Water**

arising out of land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by the **Insured** or otherwise in the **Insured's** care custody or control;

10.4.5 **Motor Vehicles**

arising out of ownership, possession or use of any mechanically propelled vehicle where a Certificate of Motor, Insurance or security 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) whilst on or about the contract site;
- (b) other vehicles brought on to site for use on site.

10.4.6 **Product**

arising out of or in connection with any **Product**.

10.4.7 **Professional Liability**

for any loss arising out of or from advice, design, plans, specifications, formulae, surveys, or directions prepared or given by the **Insured** for a fee.

10.4.8 **Property**

arising out of premises presently or at any time owned or tenanted by the **Insured**;

Coversure Security Scheme Policy Endorsements

Only those endorsements shown as ‘Y’ on the schedule will apply.

Bodily Injury Definition Endorsement

Where stated as included on the **Schedule** the following **Endorsement** attaches to and forms part of Policy.

Bodily Injury Definition Endorsement - PE/BIA/CLIO

Applicable only to the Public Liability and Products Liability Sections.

The definition of **Bodily Injury** is amended to also include the following:

mental injury, mental anguish, shock, false arrest, false imprisonment, invasion of right of privacy, detention, false eviction and malicious prosecution.

All other terms remain unchanged.

Care Custody and Control Exclusion - Loss of Keys Extension Endorsement

Where stated as included on the **Schedule** the following **Endorsement** attaches to and forms part of Policy.

Loss of Keys Endorsement - PE/KEYS/CLIO

The Care Custody and Control Exclusion – 8.4.3, will be amended to include the following:

- (e) for **Damage** to the **Insured’s** customers 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 directly resulting from the **Damage**

Provided that the **Insurers** liability to pay **Damages** (including Claimants’ costs fees and expenses) in this respect 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**.

All other terms remain unchanged.

Care Custody and Control – Security Extension Endorsement

Where stated as included on the **Schedule** the following **Endorsement** attaches to and forms part of Policy.

Care Custody and Control – Security Extension Endorsement - PE/CCC/CLIO

The Care Custody and Control Exclusion – 8.4.3 (c), will be removed and replaced with the following:

- (c) premises (including contents thereof and the contents of securely locked containers at the premises) not owned nor rented by the **Insured** but temporarily occupied by the **Insured** for the purpose of security guarding, door supervision, close protection and event security services work only, provided that the **Insurers'** 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 in any one **Period of Insurance**.

All other terms and conditions remain unchanged.

Change of Territorial Limits Endorsement

Where stated as included on the **Schedule** the following **Endorsement** attaches to and forms part of Policy.

Change of Territorial Limits Endorsement - PE/TTL/CLIO

The Policy Definitions of Territorial Limits is amended to the following:-

“**Territorial Limits**” means worldwide, excluding USA and Canada

All other terms remain unchanged.

Conflict Management and Physical Intervention Skills Exclusion Endorsement

Where stated as included on the **Schedule** the following **Endorsement** attaches to and forms part of Policy.

Conflict Management and Physical Intervention Skills Exclusion Endorsement - PE/MTM/CLIO

The following exclusion is added to the General Exclusions of the Policy.

Conflict Management and Physical Intervention Skills Exclusion

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

This exclusion does not apply to the Employers Liability Section.

All other terms and conditions remain unchanged.



Fidelity Bonding Endorsement

Where stated as included on the **Schedule** the following **Endorsement** attaches to and forms part of Policy.

Fidelity Bonding Extension Endorsement - PE/FB/CLIO

Fidelity Bonding Extension

This Policy will extend to indemnify the **Insured** in respect of their legal liability to pay **Damages** for losses sustained by any of the **Insured's** customers as a direct result of theft by an **Employee**.

Provided that:

- (f) such theft is notified to the **Insurers** during the same **Period of Insurance** or, if the Policy has renewed, within the 90 days immediately following the renewal date
- (g) the **Insurers** liability under this **Endorsement** 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**,
- (h) the **Insured** must co-operate with the **Insurers** in any attempt to recover any payments made from the responsible **Employee**.

The **Insured** is subject to a GBP 500 **Excess** on each and every claim inclusive of expenses under this Extension.

All other terms and conditions remain unchanged.

Guard Dogs Exclusion Endorsement

Where stated as included on the **Schedule** the following **Endorsement** attaches to and forms part of Policy.

Guard Dogs Exclusion Endorsement - PE/GDE/CLIO

The following exclusion is added to the General Exclusions of the Policy.

Guard Dogs

The **Insurers** will not cover any liability under this Policy arising out of or relating to the **Insured's** use of any Guard Dog in relation to the **Business**.

All other terms and conditions remain unchanged.

Guard Dogs Extension Endorsement

Where stated as included on the **Schedule** the following **Endorsement** attaches to and forms part of Policy.

Guard Dogs Extension Endorsement - PE/GD/CLIO

The following extension is added to the Public Liability Section of the Policy.

Guard Dogs Extension

Cover under this Policy will extend to include indemnity for the **Insured** in respect of their legal liability to pay **Damages** as a direct result of the **Insured's** use of any Guard Dog in relation to the **Business**.

(i) Additional Conditions

In addition to the conditions contained within the Policy the following also apply to this Extension:

- (i) The dog must be kept under physical restraint at all times and if not tethered or confined must be under the control of a competent handler.

(j) Additional Exclusions

In addition to the exclusions contained within the Policy the following also apply to this Extension.

The **Insurer** will not cover any:

- (ii) liability arising out of the use of dogs which are not under physical restraint or under the control of a competent handler.
- (iii) liability arising out of any action in contravention of the Guard Dog Act of 1975 or any amending Act or Acts.

All other terms and conditions remain unchanged.

Hostile Territories Exclusion Endorsement

Where stated as included on the **Schedule** the following **Endorsement** attaches to and forms part of Policy.

Hostile Territories Exclusion - PE/HTE/CLIO

The following exclusion is added to the General Exclusions of the Policy.

Hostile Territories

This Policy does not apply to or include cover for or arising out of or relating to any activities or services in any hostile territory as designated by the British Foreign and Commonwealth Office.

All other terms remain unchanged.



Inefficacy and Contractual Liability Exclusions Endorsement (Security)

Where stated as included on the **Schedule** the following **Endorsement** attaches to and forms part of Policy.

Inefficacy and Contractual Liability Exclusions Endorsement (Security) - PE/INFF/CLIO

The following exclusion is added to the General Exclusions of the Policy.

Inefficacy and Contractual Liability

This Policy does not provide indemnity in respect of liability arising from or relating to the **Insured's** failure

- (k) to carry out any service unless under written agreement or contract, and/or
- (l) to carry out any of the following services:
 - (i) Closed circuit television monitoring; or
 - (ii) The use of detection dogs.

All other terms and condition remain unchanged.

Lifting or Movement of Vehicles Exclusion Endorsement

Where stated as included on the **Schedule** the following **Endorsement** attaches to and forms part of Policy.

Lifting or Movement of Vehicles Exclusion - PE/VEH/CLIO

The following exclusion is added to the General Exclusions of the Policy.

Lifting or Movement of Vehicles

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

All other terms remain unchanged.



Medical/Repatriation Expenses Exclusion Endorsement

Where stated as included on the **Schedule** the following **Endorsement** attaches to and forms part of Policy.

Medical/Repatriation Expenses Exclusion Endorsement - PE/MR/CLIO

The following exclusion is added to the General Exclusions of the Policy.

Medical/Repatriation Expenses

This Policy does not provide indemnity in respect of:

- (b) any medical costs and expenses incurred by the **Insured** and/or any **Employee** of the **Insured**
- (c) any repatriation costs and expenses incurred by the **Insured** and/or any **Employee** of the **Insured**

in the event the **Insured** or **Employee** is injured outside Great Britain, Northern Ireland the Channel Islands or the Isle of Man.

All other terms and conditions remain unchanged.

Repossession Agents Exclusion Endorsement

Where stated as included on the **Schedule** the following **Endorsement** attaches to and forms part of Policy.

Repossession Agents Exclusion - PE/RAE/CLIO

The following exclusion is added to the General Exclusions of the Policy.

Repossession Agents

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

All other terms remain unchanged.



Security Industry Authority (SIA) Licencing Exclusion Endorsement

Where stated as included on the **Schedule** the following **Endorsement** attaches to and forms part of Policy.

Security Industry Authority (SIA) Licencing Exclusion - PE/SIA/CLIO

The following exclusion is added to the General Exclusions of the Policy.

Security Industry Authority (SIA) Licencing

This Policy does not provide indemnity in respect of liability arising out of, relating to or involving any **Employee** required to be licenced by the SIA under the Private Security Industry Act 2001 or any amending Act or Acts who does not comply with said licencing requirements other than **Employees** who qualify and have a proven exemption under the SIA Approved Contractor Scheme.

All other terms remain unchanged.

Sub-Contractors Conditions Endorsement

Where stated as included on the **Schedule** the following **Endorsement** attaches to and forms part of Policy.

Sub-Contractors Conditions Endorsement - PE/BFS/CLIO

The **Insured** shall take all practical steps to ensure all subcontractors engaged maintain employers' liability and public liability policies no less comprehensive than the following:

- (d) employers' liability coverage with a limit of liability of not less than GBP 5,000,000 any one occurrence;
- (e) public liability coverage with an indemnity limit of not less than the limits provided by this policy;
- (f) such policies contain an indemnity to the **Insured** as principal.

It is further agreed by the **Insured** that:

- (i) they shall obtain written evidence of the above; and
- (ii) they do not assume by agreement any liability or potential liability that would not have attached to them in the absence of such agreement, including but not limited to, the assumption of any liability or potential liability on behalf of any bona fide sub-contractor, or the waiver of any rights of recourse against any sub-contractor.

If this **Endorsement** is not complied with, the **Insurers** shall have no liability under the Policy.

All other terms remain unchanged.



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