



PRIMARY LIABILITY POLICY
(PL 04/10)





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PRIMARY LIABILITY POLICY

A. Policy Information

This Policy has been prepared in accordance with Your instructions. Please read it carefully to ensure that it meets Your requirements.

This Policy consists of

1. The General Insuring Clause which explains the basis on which cover is provided.
2. The Schedule which states who is the Insured, the Business being covered and other particulars such as the Period of Insurance and Sections which are operative. It also shows such details as the Limits of Indemnity and matters and amounts for which You will be responsible.
3. Policy Definitions which define particular words and expressions applying to the whole of this Policy or, where specifically stated, applying to the particular Section.
4. The Sections of the Policy which give details of the cover provided.
5. The General Conditions, Extensions and General Exclusions of cover applying to the whole of this Policy, or where specifically stated, applying to a particular Section.
6. Any Endorsement(s) that apply to the Policy or individual Sections, which are incorporated into and form part of this Policy.

Immediate notice should be given to Us of any changes which may affect the insurance provided by this Policy.

Alterations in the cover required after the issue of the Policy will be confirmed by a separate Endorsement and/or Schedule which You should file with your Policy. You should refer to the Schedule and Endorsement(s) and the Policy to ascertain precise details of cover currently in force.

Our Commitment to You

- We will make sure all the information we give You will be clear fair and accurate.
- We will always try to be fair and reasonable whenever You need the protection of this Policy.
- We will also act promptly to provide that protection.

B. Important Information (Employers Liability)

The Employers Liability (Compulsory Insurance) Regulations 1998 and as amended by the Employers Liability (Compulsory Insurance) (Amendment) Regulations 2008 lays down certain obligations for employers and in particular You should be aware of the following:

Display of Certificates

If You take out Employers Liability Insurance We will provide You with a Certificate of Employers Liability Insurance and this will state clearly the companies covered by this. You must display an original copy of the Certificate of Employers Liability Insurance at each Business Premises

Our Customer Care Policy

This Insurance is committed to delivering the highest standards of customer care.

We are always interested in Your feedback and You can contact Us by post, e-mail or telephone.

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Making a Claim

If any incident occurs which might result in a claim within ordinary office hours (9am to 5pm), You must immediately contact Us via Your insurance advisor or other intermediary who will be able to advise You.

There is also a dedicated emergency out of office hours notification of loss phone line: 0845 605 1018.

You should refer to the Claims Conditions in the General Conditions Section for full details of the claims procedure and conditions.

where Your Employees can see it easily. This requirement will be satisfied if the certificate is made available in electronic form and each relevant Employee to whom it relates has reasonable access to it in that form.

Retention of Certificates

You are advised to retain copies of Certificates of Employers Liability Insurance that have expired for at least 40 years. This is because certain claims such as disease claims could be made many years after the disease is originally caused and it is important that the correct employer and the relevant insurance can be traced.

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C. General Insuring Clause

The Insured named in the Schedule:

- (a) having made to the Insurer a Proposal and/or having provided to the Insurer information which shall be the basis of this insurance and shall be incorporated herein; and
- (b) having paid or agreed to pay the Premium

the Insurer will provide insurance in the terms of this Policy in respect of Events occurring during the Period of Insurance in connection with the Business subject to the limits, terms, conditions and exclusions of this Policy.

D. General Definitions

Each time one of the following definitions is used, it will have the same meaning wherever it appears in the Policy unless stated otherwise.

Each Section of the Policy contains definitions which apply to that particular Section and which must be read in conjunction with the following General Policy Definitions.

Business means those activities directly connected with the Business specified in the Schedule and is extended to include:

- (a) the provision and management of catering, social, sports and welfare organisations for the benefit of Employees
- (b) first aid, fire, security, and ambulance services
- (c) private work carried out by any Employee for the Insured or any director, partner or senior official of the Insured
- (d) the ownership and occupation of premises by the Insured including incidental repair and maintenance
- (e) sponsorship

Damage means accidental physical loss, destruction or damage to tangible property

Employee means any

- (a) person under a contract of service or apprenticeship with:
 - (i) the Insured; and/or
 - (ii) any other party who is borrowed by or hired to the Insured
- (b) labour master, labour only subcontractor or person supplied by him
- (c) self-employed person working for the Insured
- (d) person supplied to the Insured under a contract or agreement the terms of which deem such person to be in the employment of the Insured for the duration of such contract or agreement
- (e) driver or operator of plant hired to the Insured under Construction Plant Hire Association or similar conditions
- (f) person undertaking study, a training scheme or work experience
- (g) voluntary worker or temporary worker acting under the instructions of the Insured
- (h) outworker or homeworker when engaged in work on behalf of the Insured

whilst working in connection with the Business.

Event means any occurrence, including the continued or repeated injurious exposure to substantially the same general conditions, which results in accidental Injury or Damage. All Events or series of Events consequent upon or attributable to one source or original cause shall be regarded as a single Event for the purposes of this Policy.

Excess means the amounts stated in the Schedule or any applicable

This Policy is a legal contract. You must tell Us about any facts or changes which affect Your insurance which have occurred either since Your Policy started or since the last renewal date.

If You are not sure whether certain facts are relevant please ask Your insurance advisor.

If You do not tell Us of relevant changes Your Policy may not be valid or the Policy may not cover You fully.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance advisor when You renew this Policy.

Endorsements which the Insured shall pay before the Insurer shall be liable to make any payment as ascertained after the application of all the terms, conditions, exclusions and limits of the Section and the Policy.

Injury means bodily injury and includes death, illness, disease, nervous shock or psychiatric illness.

Insurer means Brit Insurance Limited

Legal Costs and Solicitor's Fees shall mean:

- (a) for the term Legal Costs the legal costs and expenses recoverable by any claimant and all costs and expenses incurred with the written consent of the Insurer.
- (b) for the term Solicitor's Fees the solicitor's fees incurred with the written consent of the Insurer for representation of the Insured at:
 - (i) any coroner's inquest or fatal inquiry arising from any death; and/or
 - (ii) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of a statutory duty resulting in Injury or Damage which may be the subject of a claim under this Policy; and/or
 - (iii) all other Legal Costs in relation to any Event which may be the subject of a claim for indemnity under Sections 1, 2 or 3 of this Policy

Limit of Indemnity means the Limit of Indemnity stated in the Schedule.

Occurrence means any one loss or series of losses consequent upon or attributable to one source or original cause.

Period of Insurance means the period stated in the Schedule.

Policy means those Sections of this document listed under the Policy wording Contents, the Schedule and any endorsements subsequently issued by the Insurer and attached hereto.

Principal means any person (which expression includes any employer, firm, company, ministry or authority) who has by a contract made with the Insured engaged the Insured to perform work for them.

Products means all products pertaining to the Business including containers, parts, components, accessories, materials, labels, instructions and packaging sold, supplied, distributed, erected, repaired, altered, treated, installed, processed, manufactured or tested by or on behalf of the Insured and no longer in the possession of or under the control of the Insured.

Proposal means any information supplied by the Insured in connection with this insurance and any declaration made in connection therewith by or on behalf of the Insured or its agents.

Schedule means the Schedule for the time being in force showing the cover which applies.

Territorial Limits means Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

We/Us/Our means This Insurance.

You/Your /Insured means the person, persons, unincorporated associations, partnerships or companies named as the Insured in the Schedule.

E. General Conditions

1. Precautions

The Insured shall take all reasonable precautions:

- (a) to avoid, prevent or minimize any Injury to Employees, third parties or damage to the property of others
- (b) to prevent the sale or supply of Products which are defective in any way

The Insured shall also

- (a) comply with all statutory obligations and regulations imposed by any Authority
- (b) exercise reasonable care in the selection and supervision of Employees
- (c) make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

2. Changes in Facts

This Policy shall cease to be in force if there is:

- (a) any alteration in the premises or in the Business or otherwise whereby the risk of loss or damage is increased
- (b) any change in the facts stated in the Proposal or Schedule
- (c) misrepresentation, misdescription or non-disclosure of any material particular
- (d) An alteration whereby the Business of the Insured is wound up or carried on by a liquidator or receiver, put into administration or otherwise permanently discontinued

unless such alteration has been accepted by the Insurer in writing.

3. Claim Procedure (Insured's duties)

- (a) The Insured shall give immediate written notice to the Insurer of any incident that may give rise to a claim under this Policy and shall give all such additional information as the Insurer may require within thirty days of such incident. Every letter of claim, writ, summons or process and all documents relating thereto and any other written notification of any incident that might give rise to a claim shall be forwarded unanswered to the Insurer immediately they are received.
- (b) Immediate action must be taken to prevent further loss, damage or injury.
- (c) The Insured shall at his own expense give to the Insurer all such particulars, information and assistance as may be reasonably required together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith.
- (d) No admission of liability or settlement of any claim shall be made without the Insurer's written consent.

4. Fraud

All benefit under the Policy shall be forfeited if any claim be in any respect fraudulent or intentionally exaggerated or if any Damage or Injury be occasioned by the wilful act or with the connivance of the Insured.

5. Claims Procedure (Insurer's rights)

The Insurer shall be entitled, at their own expense, to take over and conduct in the Insured's name the defence or settlement of any claim or to take action to recover compensation or secure indemnity from any third party in respect of any loss destruction or damage covered by this Policy and shall have full discretion in the conduct of any such proceeding.

6. Other Insurances

If loss damage or liability insured under this Policy is covered or would but for the existence of this Policy be covered by any other insurance the Insurer shall not provide indemnity except in respect of any excess beyond the amount which is or would but for the existence of this Policy be payable.

7. Adjustment

If any part of the Premium is calculated on estimates the Insured shall within one month from the expiry of each Period of Insurance furnish such details as the Insurer may require and the Premium for such period shall be adjusted subject to the application of any minimum Premium shown in the Schedule and to the Insurer retaining no less than 75% of the original Premium charged for the Period of Insurance.

8. Subrogation

Any claimant under this Policy 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 necessarily or reasonably required by the Insurer for the purpose of enforcing any rights and remedies or of 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 loss destruction or damage under this Policy whether such acts and things shall be or become necessary or required before or after indemnification by the Insurer.

9. Subrogation Waiver

Notwithstanding Condition 8 above, in the event of a claim arising under this Policy the Insurer agrees to waive any rights, remedies or relief to which they might become entitled by subrogation against:

- (a) Any Company standing the relation of parent to or subsidiary (or subsidiary to parent) of the Insured
- (b) Any Company which is a subsidiary of a parent Company of which the Insured themselves are a subsidiary

In each case within the meaning of the Companies Act(s).

10. Cancellation

The Insurer may cancel this Policy or any Section thereof at any time by sending thirty days' notice by registered letter to the Insured's last known address and stating the reason for cancellation. Where this Condition is exercised, the Insured shall become entitled to a return of Premium in respect of the unexpired portion of the Period of Insurance, after any adjustment of the Premium paid, as provided for

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by any conditions of this Policy. Any such return of Premium is subject to no claim having been paid or being outstanding (in whole or in part) in respect of the expired portion of the Period of Insurance.

11. Choice of Law and Jurisdiction

In the absence of agreement to the contrary this Policy shall be governed by and construed in accordance with the laws of England and Wales any dispute relating to limits, terms, conditions and exceptions or validity of this Policy shall be subject to the jurisdiction of the courts of England and Wales.

12. Contracts (Rights of Third Parties) Act 1999

A person or company who was 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 which exists or is available apart from that Act and any amending and/or subsequent legislation.

13. Discharge of Liability

The Insurer may at any time pay the Limit of Indemnity or a smaller amount for which a claim can be settled after deduction of any sum already paid. The Insurer will have no further liability under this Policy for any further payment of such claim except for costs and expenses incurred prior to the payment of the claim or with the Insurer's written consent.

F. General Extensions

1. Indemnity to Other Persons

The Insurer will also indemnify:

- (a) any Principal for whom the Insured is carrying out a contract away from the Insured's own premises but only to the extent required by such contract and in respect of Employers' Liability Insurance only insofar as concerns Injury sustained by an Employee of the Insured.
- (b) at the request of the Insured
 - (i) any director partner or Employee of the Insured in respect of liability for which the Insured would have been entitled to claim under this Policy if the claim had been made against the Insured; and/or
 - (ii) any director or partner or Employee of the Insured in respect of private work undertaken by any Employee for such director, partner or Employee with the prior consent of the Insured; and/or
 - (iii) any officer or member of the Insured's catering, social, sports or welfare organisations, first aid, fire or ambulance services in his respective capacity as such.
- (c) in the event of the death of the Insured any personal representative of the Insured in respect of liability incurred by the Insured.

2. Cross Liabilities

If more than one Insured is referred to in the Schedule the Insurer will treat each party as if a separate Policy had been issued to each provided that the liability of the Insurer shall not exceed the Limit of Indemnity stated in the Schedule regardless of the number of parties and/or entities entitled to indemnity.

3. Health and Safety at Work Legal Defence Costs

Subject to the written consent and the control of the Insurers, the Insurers shall indemnify the Insured and if the Insured so requests any Employee or director or partner of the Insured in respect of Legal Costs incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of any Applicable Legislation provided that an offence is alleged to have been committed during the Period of Insurance in the course of the Business.

This Extension shall not apply to:

- (a) fines or penalties of any kind
- (b) proceedings consequent upon any deliberate act or omission by:
 - (i) the Insured; and/or
 - (ii) any partner, director or Employee of the Insured

which could reasonably have been expected to constitute a breach

of the Applicable Legislation having regard to the nature and circumstances of such act or omission.

- (c) where indemnity is provided by any other insurance.

For the purposes of this Extension Applicable Legislation shall mean:

- (i) the Health and Safety at Work Act 1974 and any amending and/or subsequent legislation; and/or
- (ii) the Health and Safety at Work (Northern Ireland) Order 1978 and any amending and/or subsequent legislation.

4. Compensation for Court Attendance Costs

In the event of any director partner or Employee of the Insured attending court as a witness at the request of the Insurer in connection with a 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 for each day on which attendance is required

- (a) any director or partner £250 per day
- (b) any Employee £100 per day

5. Prosecution Defence Costs arising under the Corporate Manslaughter and Corporate Homicide Act 2007

The Insurer will indemnify the Insured against reasonable prosecution defence costs and expenses incurred with the written consent of the Insurer solely for the conduct of the defence of the Insured resulting from a prosecution of an alleged offence under the Corporate Manslaughter and Corporate Homicide Act 2007 (including an appeal against conviction) and any amending and/or subsequent legislation. The Limit of Indemnity in respect of any one claim or series of claims arising out of one Occurrence and in the aggregate shall not exceed £1,000,000

Provided always that

- (a) This extension shall only apply to proceedings brought in the Territorial Limits
- (b) Immediate notice is given of any summons or other process served which may give rise to proceedings under this extension
- (c) Notice of any prosecution under the Act is received during the Period of Insurance
- (d) The said alleged offences concerns breach of a relevant duty of care in the course of Business
- (e) The circumstances of the alleged offence may be the subject of indemnity under this Policy
- (f) The Insurer shall not be liable for the payment of any fine or penalty

G. General Exclusions

1. Radioactive Contamination

(Not applicable to Section 1 - Employers' Liability Insurance)

This Policy does not cover loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss any legal liability of whatsoever nature 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; and/or
- (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

2. War Risks

This Policy does not cover any contingency occasioned by or happening through or in consequence of or contributed to by war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising or military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

3. Date Change Exclusion

(Not applicable to Section 1 - Employers' Liability Insurance)

The Insurer will not indemnify the Insured against liability for damages attaching to the Insured or any associated costs relating thereto directly or indirectly caused by or contributed to by or arising from the failure at any time of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether the property of the Insured or not, to:

- (a) recognise correctly or treat any date as its true calendar date; and/or
- (b) capture, save, retain, process, manipulate or interpret correctly any data, information command or instruction as a result of:
 - (i) its failing to treat any calendar date as its true date; and/or
 - (ii) the operation of any programmed command which by reason of a failure to treat any date as its true calendar date causes the loss of data or an inability to capture, save, retain or process correctly such data at any time

4. Pollution

(Not applicable to Section 1 - Employers' Liability Insurance)

The Insurer will not indemnify the Insured in respect of Injury or Damage arising from Pollution or Contamination unless due to a sudden identifiable unintended and unexpected event which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one Event shall be deemed to have occurred at the time such Event takes place.

The liability of the Insurer for damages payable in respect of all claims arising out of Pollution or Contamination which is deemed to have occurred in any one Period of Insurance shall not exceed the Limit of Indemnity specified in the Schedule in the Period of Insurance.

For the purposes of this endorsement "Pollution or Contamination" shall be deemed to mean:

- (a) all Pollution or Contamination of buildings or other structures or of water, land or the atmosphere; and/or
- (b) all loss or Damage or Injury directly or indirectly caused by such

Pollution or Contamination

5. Professional Indemnity

(Not applicable to Section 1 - Employers' Liability Insurance)

The Insurer will not indemnify the Insured against liability arising directly or indirectly in connection with professional services rendered by or on behalf of the Insured including any advice, design, instruction, information, plan, formula or specification given by or on behalf of the Insured for a fee or where a fee would normally be charged.

6. Hazardous locations

This Policy does not indemnify the Insured in respect of any claim arising in connection with any work on or in:

- (a) docks, harbours or railways; and/or
- (b) watercraft or offshore gas or oil installations; and/or
- (c) chemical or petro chemical works, oil or gas refineries or storage facilities; and/or
- (d) aircraft, airports or airfields; and/or
- (e) power stations; and/or
- (f) nuclear power stations; and/or
- (g) any installation where nuclear processing is undertaken; and/or
- (h) towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, flyovers, tunnels, dams, reservoirs, motorways, quarries, mines or collieries

7. Terrorism

This policy does not cover legal liability or any cost or expense of whatsoever nature or wheresoever arising directly or indirectly caused by resulting from or in connection with:

- (a) any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss; and/or
- (b) any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism except to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to Employees.

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

In any action suit or other proceedings where the Insurer alleges that by reason of this Exclusion any legal liability cost or expense is not covered by this Policy (or is covered only up to a specified Limit of Indemnity) the burden of proving that such legal liability cost or expense is covered (or is covered beyond the Limit of Indemnity) shall be upon the Insured.

In the event that any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

8. Asbestos

This Policy does not cover any liability arising out of or directly or indirectly caused by the handling, removal, stripping out, demolition, transportation or disposal of asbestos or materials containing asbestos fibre. However, where such activities do not form any part of the Insured's contract this Exclusion shall not apply to legal liability

arising from:

- (a) the accidental discovery of materials known or suspected to be asbestos or to contain asbestos fibre; and/or
- (b) the investigation of any such suspect materials;

Provided always that:

- (i) immediately upon discovery all work ceases until the composition of all such materials is established; and
- (ii) any subsequent handling, removal, stripping out, demolition, transportation or disposal of asbestos or materials containing asbestos fibre requiring licence is carried out by qualified licensed sub-contractors on terms which indemnify the Insured for liability arising out of such work;

unless the Insured has requested that there shall be no such limitation and has accepted the terms offered by the Insurers in granting such cover which offer and acceptance must be signified by an Endorsement attaching to this Policy.

9. Hazardous Work

This Policy does not indemnify the Insured in respect of any claim arising out of or in connection with:

- (a) demolition except ; when such work forms an ancillary part of a contract for construction, alteration or repair carried out by the Insured and/or
- (b) the dismantling of steel structures; and/or
- (c) pile driving, tunnelling, quarrying, water diversion or the use of explosives; and/or
- (d) the collection, handling or disposal of waste other than asbestos or materials containing asbestos fibres as set out in General Exclusion 8 above unless the Insured can demonstrate that:
 - (i) it was so licenced at the time of collecting, handling or disposing of such waste; and/or
 - (ii) all such waste is disposed of at a site licenced for the disposal of such waste

H. Section 1 - Employers Liability

Insuring Clause

The Insurer will indemnify the Insured against all sums which the Insured becomes legally liable to pay as damages in respect of Injury sustained by an Employee caused during the Period of Insurance arising out of and in the course of his/her employment or engagement by the Insured in the Business

- (a) within the Territorial Limits
- (b) elsewhere in Europe in respect of work undertaken by Employees normally resident in the Territorial Limits provided that the action for damages is brought in a court within the Territorial Limits
- (c) elsewhere in the world in respect of work undertaken by non-manual directors or non-manual Employees normally resident in the Territorial Limits provided that the action for damages is brought in a court within the Territorial Limits

The Insurer will also pay Legal Costs and Solicitor's Fees.

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to Employees in Great Britain (and Northern Ireland the Channel Islands and the Isle of Man insofar as this clause applies to those territories) but 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.

Limit of Indemnity

The liability of the Insurer for all damages costs fees and expenses Legal Costs and Solicitor's Fees payable under this Policy in respect of any one claim against the Insured or series of claims against the Insured arising out of one occurrence shall not exceed the Limit of Indemnity shown in the Schedule, other than as set out below.

The Limit of Indemnity in respect of any one claim or series of claims arising out of one Occurrence arising from or in connection with or directly or indirectly caused by any act of Terrorism shall not exceed £5,000,000.

If the Insurer alleges that by reason of this limitation any liability for damages, costs or expenses is covered only up to the specified Limit of Indemnity the burden of proving the contrary shall be upon the Insured.

Extensions

1. Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any Employee or the personal representative of any Employee in respect of Injury sustained by any Employee arising out of and in the course of employment or engagement by the Insured in the Business and caused during the Period of Insurance against any company or individual operating within premises in the Territorial Limits in any court situate in those Territorial Limits and remaining unsatisfied in whole or in part six months after the date of such judgement the Insurer will at the request of the Insured pay to the Employee the amount of any such damages and any awarded costs to the extent they remain unsatisfied.

Provided always that

- (a) there is no appeal outstanding; and/or
- (b) if any payments is made under the terms of this Extension the Employee or the personal representative of the Employee shall assign any such damages and any awarded costs to the Insurer

Exclusions

1. Offshore Work

The Insurer will not indemnify the Insured against liability arising directly or indirectly in connection with work Offshore For the purposes of this Exclusion Offshore means from the time of embarkation by an Employee onto a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance onto land upon return from such offshore rig or platform.

2. Motor Vehicles (Passengers)

The Insurer will not indemnify the Insured against liability arising directly or indirectly for Injury sustained by any Employee when any Employee is

- (a) carried in or upon a vehicle; and/or
- (b) entering or getting onto or alighting from a vehicle in circumstances where any Road Traffic legislation requires insurance or security

This exception shall not apply to Injury to any Employee who at the time the Injury occurs is the driver of a vehicle or is the person in charge of the vehicle for the purposes of driving.

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H. Section 2 - Public Liability

Insuring Clause

The Insurer will indemnify the Insured against all sums which the Insured becomes legally liable to pay as damages in respect of

- (a) Accidental Injury to any person
- (b) Accidental Damage to property
- (c) Accidental trespass, nuisance or interference with any easement, right of way, light, air or water

occurring

- (a) within the Territorial Limits
- (b) elsewhere in the European Union in respect work undertaken by Employees normally resident in the Territorial Limits provided that the action for damages is brought in a court within the Territorial Limits
- (c) elsewhere in the world in respect of work undertaken by non-manual directors or non-manual Employees normally resident in the Territorial Limits provided that the action for damages is brought in a court within the Territorial Limits

during the Period of Insurance in connection with the Business

The Insurer will also pay Legal Costs and Solicitor's Fees.

Provided that the liability of the Insurer for all damages payable arising out of Occurrence shall not exceed the Limit of Indemnity.

Notwithstanding the provisions of General Exclusion 7 Terrorism, this Section provides cover against legal liability for damages claimant's costs and expenses Legal Costs and Solicitors Fees in respect of Injury sustained by any person, other than an Employee, and Damage to property directly or indirectly caused by or contributed to by or arising from Terrorism occurring during the Period of Insurance within the Territorial Limits up to a limit of £2,000,000 or the amount of the Limit of Indemnity as stated in the Schedule, whichever is the lower.

Conditions

1. Fire Precautions

It is a condition precedent to the liability of the Insurer to indemnify the Insured that whenever the Insured is using any process which involves the application of heat away from the Insured's own premises including but not limited to the use of oxyacetylene or similar welding or cutting apparatus, asphalt, bitumen and tar heaters, blow lamps, hot air strippers or torches or hot air guns or cutting or grind equipment using abrasive discs or wheels that:

- (a) the immediate area in which the operation is to be carried out has been segregated to the greatest practicable extent by the use of screens made of metal and/or fire retardant material
- (b) the whole of the segregated area has been adequately cleaned and freed from combustible material before operations commence
- (c) combustible floors, substances in or surrounding the segregated area have been liberally covered with sand or protected by overlapping sheets of incombustible material before operations commence
- (d) where work is being carried out in any enclosed area an additional Employee of the Insured or an employee of the occupier or of the main contractor is present at all times to guard against the outbreak of fire
- (e) the work is specifically authorised and signed for by the occupier or the main contractor who must also approve the safety arrangements
- (f) the following are in readiness for immediate use at the scene of operations:
 - (i) suitable fire extinguishers by number and size for the scope of operations; and

- (ii) hoses connected up for immediate use and successfully tested prior to the commencement of the operations
- (g) a thorough examination has been made in the vicinity of the operations approximately one hour after the termination of each operation. In the event that it is not practicable for such examination to be carried out by the Insured's own Employee, then appropriate arrangements must be made with and signed off by the occupier. This examination to take place at regular intervals for a period of at least one hour after completion of work
- (h) before burning off metal work built into or projecting through walls or partitions an examination has been made including the area on the other side of any walls or partitions to ensure that no combustible material is in danger of ignition either directly or by conducted heat
- (i) when the Insured burns debris away from their premises the following precautions are taken on each occasion:
 - (i) fires are in a cleared area and at a distance of at least 10 (ten) metres from any property
 - (ii) fires are attended at all times
 - (iii) suitable fire extinguishers by number and size are kept available at the scene of operations for immediate use
 - (iv) fires are extinguished at least one hour prior to leaving the contract site at the end of each working day
- (j) blow lamps and blow torches are lit strictly in accordance with Manufacturer's instructions and not left while alight
- (k) Hot air guns are to be switched off when unattended
- (l) In respect of the use of Asphalt, Bitumen and/or Tar Heaters:
 - (i) all heating of asphalt, bitumen, tar or pitch is carried out in a suitable vessel in the open at ground level using bottled gas
 - (ii) such vessel is attended at all times whilst being lit and whilst in use
 - (iii) a suitably sized spill tray is in use which can hold the entire contents of the vessel

2. Damage to Property in the Ground

It is a condition precedent to liability under this Policy that where the Insured is working in the vicinity of underground pipes, cables, mains and other underground services the Insured must:

- (a) Take all reasonable measures to ascertain the location of all pipes, cables, mains or other underground services before any work is commenced which may involve risk of damage to such pipes, cables, mains or other underground services including but not limited to:
 - (i) Use of any local utility or other free phone service for the area in which the Insured is working
 - (ii) Use of any appropriate detection system
- (b) Retain a written record of the measure that was used to locate such pipes, cables, mains or other underground services.
- (c) Convey the location of such pipes, cables, mains or other underground services to any party carrying on such work on behalf of the Insured and retain a record.
- (d) Adopt or cause to be adopted a method of work that minimizes risk of damage to pipes, cables, mains and other underground services.

Extensions

1. Defective Premises Act 1972

The indemnity provided by this Section shall include an indemnity against liability arising from defective work carried out by or on behalf of the Insured to any premises within the Territorial Limits disposed of by the Insured prior to the occurrence of the Injury or Damage to property giving rise to liability



Provided that the Insurer will not provide an indemnity in respect of liability for:

- (a) the cost of making good replacements or reinstatement of any defect or workmanship giving rise to such liability
- (b) any damage to such premises.

2. Leased and Rented Premises

Exception 2 of this Section shall not apply to premises leased or rented (but not owned) by the Insured unless liability arises solely under the terms of a lease or rental agreement.

Provided that the Insured shall be responsible for the first £100 of each and every claim for Damage to leased or rented premises caused otherwise than by fire or explosion.

3. Wrongful Arrest

The Insurer will indemnify the Insured against all sums which the Insured becomes legally liable to pay as damages costs or expenses as the result of charges of wrongful arrest, false imprisonment, assault, slander or other actionable wrong being made against the Insured arising out of any allegation of theft or other improper conduct by any persons other than Employees of the Insured at the Insured's premises during the Period of Insurance.

Provided always that the Insurer shall not indemnify the Insured against costs and expenses incurred by the Insured or their solicitors in defending any charge arising out of any incident which might or does give rise to a claim

4. Overseas Personal Liability

The Insurer will indemnify the Insured and if so requested by the Insured:

- (a) any director partner or Employee of the Insured
- (b) any spouse or child of such director partner or Employee of the Insured accompanying such persons against all sums the Insured becomes legally liable to pay as damages incurred in a personal capacity whilst outside their usual country of residence in connection with the Business

The Insurer will not provide an indemnity in respect of liability:

- (a) where indemnity is provided by any other insurance
- (b) arising from ownership possession or use of wild animals, firearms (other than sporting guns) mechanically propelled vehicles aircraft or watercraft
- (c) arising from ownership or occupation of land or buildings
- (d) arising from the carrying on of any trade or profession

5. Data Protection Act

The Insurer will indemnify the Insured (and at the request of the Insured any director, partner or Employee of the Insured) against all sums which the Insured becomes legally liable to pay in respect of:

- (a) compensation for damage or distress under section 13 of the Data Protection Act 1998 or any subsequent amending legislation including defence costs and expenses
- (b) defence costs relating to a prosecution brought under section 19 of the Act in relation to a claim made by any person

Provided that:

- (a) a claim is first made against the Insured during the Period of Insurance
- (b) the Insured have registered in accordance with terms of the Act
- (c) this extension shall not apply in respect of:
 - (i) the payment of fines or penalties; and/or
 - (ii) the cost of replacing, re-instating, rectifying or erasing any personal data; and/or
 - (iii) liability caused by or arising from a deliberate or intentional act by or omission of the Insured or any other party entitled to

an indemnity by this Policy the effect of which will knowingly result in liability under the Data Protection Act; and/or

- (iv) claims which arise out of circumstances notified to previous insurers or are known to the Insured at inception of this Policy; and/or
- (v) liability for which indemnity is provided under any other insurance
- (d) the Insurer's liability in respect of any one claim and in the aggregate during any one Period of Insurance shall not exceed the Limit of Indemnity

6. Contingent Motor Liability

Notwithstanding Exclusion 7 of this Section the Insurer will indemnify the Insured and no other in respect of legal liability arising out of the use in the course of the Business of any motor vehicle not belonging to or provided by the Insured anywhere in the Territorial Limits provided that this indemnity shall not apply:

- (a) in respect of damage to the vehicle or to any property conveyed therein
- (b) whilst the vehicle is being driven by any person with the Insured's general consent that to the Insured's knowledge does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- (c) in respect of which the Insured is entitled to indemnity under any other insurance
- (d) in respect of liability arising from circumstances in which it is compulsory for the Insured to insure or provide security in respect of such vehicles as a requirement of relevant road traffic legislation

7. Bona-Fide Sub-Contractors

The Insurer will indemnify the Insured in respect of the Insured's legal liability for work carried out by bona-fide sub-contractors working on the Insured's behalf provided that the Insurer shall not be liable under this extension:

- (a) unless prior to appointment the Insured shall check that bona-fide sub-Contractors hold a current Employers and Public Liability insurance with a minimum limit of indemnity equal to that of this Policy for the activities to be undertaken and it is a condition precedent to this insurance that such Employers and Public Liability insurance shall remain in force for the duration of the Period of Insurance
- (b) in the event of a claim under this extension the Insured shall provide documentary evidence of the Employers and Public Liability insurance held by the bona-fide sub-contractor at the time of his appointment to work for the Insured.

8. Movement of Obstructing Vehicles

The Insurer will indemnify the Insured in respect of legal liability arising from any vehicle (not owned or hired by or lent to the Insured) being driven by the Insured or any Employees with the permission of the Insured whilst such vehicle is being moved for the purpose of allowing free movement of any vehicle hired by or let to the Insured or any Employees

Provided that

- (a) movements are limited to vehicles parked on or obstructing the Insured's premises or any site at which the Insured is working
- (b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle
- (c) the vehicle causing the obstruction is driven by use of the owner's ignition key
- (d) there shall be no indemnity for Damage to such vehicle or for liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle

Exclusions

The Insurer will not indemnify the Insured against liability arising from

PRIMARY LIABILITY POLICY

1. Injury to Employees

Injury sustained by an Employee and arising out of and in the course of his employment or engagement by the Insured.

2. Damage to Property

- (a) belonging to or in the custody or control of the Insured or any Employee other than:
 - (i) personal effects (including vehicles and their contents) of any visitor, directors, partner or Employee of the Insured
 - (ii) buildings (including their contents therein) which are temporarily occupied by the Insured for the purpose of work in connection with the Business (not being any buildings which are owned, leased, rented or hired to the Insured)
- (b) comprising the contract works and other materials, plant, tools or equipment brought onto site for use in connection with any contract entered into by the Insured occurring before the date of practical or certified completion or handover of the contract works or within fourteen days thereafter where insurance on the contract works is required by the terms of the contract
- (c) for which the Insured is required to effect insurance under the terms of clause 21.2.1. of the JCT conditions of contract 1980 edition or clause 6.5.1 of the JCT 05 Standard Building Contract 2005 edition as issued by Contracts Tribunal Limited or any revisions, re-issue or substitution thereof or any claim of similar intent under any other conditions of contract

3. Libel, Slander and Intellectual Property

- (a) libel or slander.
- (b) Infringement of plans, copyright, patent, trade name, trade mark or registered design.

4. Products Liability

Arising from any Products (after they have ceased to be in the custody or under the control of the Insured) other than food or drink for consumption on the Insured's premises.

5. Non Performance or Delay

the non-performance, non-completion or delay in completion of any contract or agreement or the payment of penalty sums, fines or liquidated damages including any aggravated, exemplary or punitive damages.

6. Marine and Aviation

the ownership possession or use of any aircraft, aerospace or other aerial devices hovercraft, drilling platform or rig or mechanically propelled watercraft other than waterborne craft not exceeding 6

metres in length on inland or United Kingdom territorial waters.

7. Motor Liability

the ownership possession or use of any mechanically propelled vehicle whilst in use in circumstances in which a Certificate of Motor Insurance or surety is required under any Road Traffic Act or similar legislation.

This Exclusion shall not apply in respect of:

- (a) liability arising out of the operation of any mechanically propelled vehicle as a tool of trade except in respect of under any Road Traffic Act or similar legislation
- (b) the loading or unloading of any mechanically propelled vehicle machine or trailer unless indemnity is granted by any other insurance.

8. Contractual Liability

or which attaches by virtue of the terms or conditions of a contract or agreement but which would not have attached in the absence of such terms or conditions unless the sole conduct and control of claims is vested in the Insurer

9. Manual Work in North America

in respect of manual work and/or leisure activities in North America:

If notwithstanding the above exclusion the Insurer incurs liability to pay any sum as a result of judicial process in the Courts of Law of the United States of America then the Insured shall repay to the Insurer all such sums which the Insurer would not have been liable to pay but for such process.

10. Internet or Cyber Liability

in respect of any claim or loss:

- (a) arising from loss, alteration, distortion, erasure or impairment of, or damage to documents, data processing media and computer systems records of information and/or data in electronic form contained therein; and/or
- (b) arising from malicious acts of any person carried out by electronic means; and/or
- (c) for defamation or harassment carried out by electronic means but this Exclusion shall not apply in respect of liability for any ensuing Injury (save for mental injury or psychiatric illness) or Damage which is not otherwise excluded; and/or
- (d) arising out of the ownership or operation of any internet web site or any claim arising out of or in connection with any internet or cyber liability

H. Section 3 - Products Liability

Insuring Clause

The Insurer will indemnify the Insured against all sums which the Insured becomes legally liable to pay as damages in respect of

- (a) accidental Injury to any person
- (b) accidental Damage to property

happening anywhere in the world during the Period of Insurance and caused by any Products. Provided that the action for damages is brought in the Courts of Law of Great Britain Northern Ireland the Channel Islands and the Isle of Man.

The Insurer will also pay Legal Costs and Solicitor's Fees.

Provided that the liability of the Insurer for all damages in respect of all Injury or Damage happening in any one Period of Insurance shall not in

the aggregate exceed the Limit of Indemnity.

Extensions

1. Consumer Protection Act 1987 Legal Defence Costs

The Insurer will indemnify the Insured and at the request of the Insured any director partner or Employee of the Insured in respect of Legal Costs and expenses incurred with the written consent of the Insurer in respect of:

- (a) in the defence of any criminal proceedings brought against the Insured, director or Employee of the Insured in respect of an alleged offence occurring during the Period of Insurance under Part II of the Consumer Protection Act 1987 or any subsequent amending legislation
- (b) any appeal against a conviction arising from such proceedings

PRIMARY LIABILITY POLICY

Provided always, that such director or Employee shall comply with the terms of this Policy

The Insurer shall not be liable for

- (a) the payment of fines and penalties
- (b) proceedings consequent upon any deliberate act or omission

2. Food Safety Act Legal Defence Costs

The Insurer shall indemnify the Insured and, if the Insured so requests, any Employee or any director or partner of the Insured in respect of Legal Costs incurred with the written consent of the Insurer in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part 2 of the Food Safety Act 1990 or any subsequent amending legislation arising out of the Business.

This Extension will not apply:

- (a) to fines or penalties of any kind; and/or
- (b) to proceedings consequent upon any deliberate act or omission by:
 - (i) the Insured; and/or
 - (ii) any partner or director or Employee of the Insured which could reasonably have been expected to constitute a breach of applicable legislation having regard to the nature and circumstances of such act or omission;

For the purposes of this Extension, Products shall be deemed to include food or drink for consumption on the Insured's Premises.

Exclusions

The Insurer will not indemnify the Insured against liability arising from:

1. Injury to Employees

Injury sustained by an Employee and arising out of and in the course of his/her employment or engagement by the Insured.

2. Damage to property

Damage to property belonging to or in the custody or control of the Insured.

3. Libel, Slander and Intellectual Property

- (a) Libel or slander; and/or
- (b) infringement of plans, copyright, patent, trade name, trade mark or registered design.

I. Further Information - Complaints Procedure

Any complaint You may have regarding your Policy should be addressed to the insurance advisor who arranged your Policy, or if you are not satisfied with the way the complaint has been handled, to This Insurance at the address shown below. Please ensure that You provide the details of Your Policy and in particular Your Policy number to help Us deal with your complaint efficiently and promptly.

Please address your written complaint to either:

Complaints Officer or,
Underwriting Director
This Insurance
Pearl Assurance House
15/17 Waterloo Road
Wolverhampton
WV1 4DJ

4. Contractual Liability

Injury or Damage arising directly or indirectly from Products sold, supplied, repaired, altered, treated, installed, serviced, tested, processed or delivered by the Insured on terms less favourable to the Insured than the ordinary process of law governing their sale, supply, repair, alteration, treatment or installation.

This Exception shall not apply if liability would have attached in the absence of such terms.

5. Damage to Products

The Insurer will not indemnify the Insured against liability:

- (a) in respect of damage to the Products.
- (b) for the cost of repair alteration or replacement of the Products including the cost of demolition, breaking out, dismantling, delivery, rebuilding, supply and installation of the Products and any other property (unless physically damaged by the Products) essential to such repair alteration or replacement.
- (c) to make any refund of the payment received for the Products.

6. North American Exports

The Insurer will not indemnify the Insured against liability arising directly or indirectly in connection with:

- (a) Products sold or supplied by the Insured to the United States of America Canada or any territory within their jurisdiction; and/or
- (b) Products which to the best of the Insured's knowledge and belief are intended by the Insured or any other party to be and are in fact sold or supplied to the United States of America Canada or any territory within their jurisdiction.

If notwithstanding the above exclusion the Insurer incurs liability to pay any sum as a result of judicial process in the Courts of Law of the United States of America or Canada then the Insured shall repay to the Insurer all such sums which the Insurer would not have been liable to pay but for such process.

7. Marine and Aviation

The Insurer will not indemnify the Insured against liability caused by or arising arising from or in connection with any Products which to the knowledge of the Insured is or are for use in or incorporation into any craft designed to travel in, on or through air or space or in the safety or navigation of marine craft of any sort.

All complaints will be acknowledged, in writing, within 5 days of receipt. The letter of acknowledgement will include details of when You will receive a formal written response to Your complaint.

A full copy of the complaints procedure or dispute resolution procedure can be obtained by contacting This Insurance.

If You still feel that we have been unable to resolve the matter then please write to Our Managing Director at the same address.

If this does not provide a satisfactory resolution to Your complaint You may contact The Chief Executive of the Insurer shown on your Policy Schedule. If required please ask This Insurance for the correct contact address.

Financial Ombudsman Service

If You are still unhappy following receipt of the Insurer's final response You can refer the dispute to the Financial Ombudsman Service who will

PRIMARY LIABILITY POLICY

review Your case on an independent basis. The address is:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel: 0845 080 1800

(Please note that the Financial Ombudsman is only able to intervene in respect of personal policyholders or small Businesses with a turnover less than £1m)

Financial Services Compensation Scheme

The Insurer and This Insurance are covered by the Financial Services Compensation Scheme (FSCS). This means that You may be entitled to receive compensation if We or the Insurer are unable to meet our obligations. Full details are available from the FSCS.

If You take any of the actions mentioned above it will not affect Your right to take legal action.

Data Protection

It is understood by the Insured that any personal data provided by the Insured to This Insurance and/or to the Insurer regarding the Insured, its

Employees or its Agents shall be processed by the This Insurance and the Insurer, in compliance with the provisions of the Data Protection Act 1998 and any subsequent or amending legislation, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

We and the Insurer shall keep such information secure at all times. In certain circumstances for example for systems administration purposes, We and/or the Insurer may have to transfer information to another country, which may be a country outside the European Economic Area (EEA). By proceeding with this insurance We and/or the Insurer assume that the You are agreeable to Us and the Insurer transferring its information to a country outside the EEA.

Should You wish to obtain details of the information We and/or the Insurer hold on You please contact either:

The Compliance Officer
BRIT Insurance Ltd
55 Bishopsgate
London
EC2N 3AS

The Compliance Officer
This Insurance
Pearl Assurance House
15/17 Waterloo Road
Wolverhampton
WV1 4DJ

A small fee may be charged to cover the cost of administration.