

MGAMLimited

MGAM  
LIABILITY  
INSURANCE  
POLICY  
WORDING

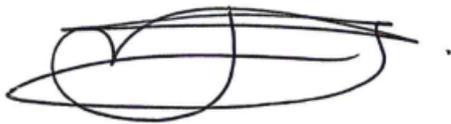
# LIABILITY INSURANCE

This is to certify that in accordance with the authorisation granted under a Contract (the number of which is specified in the **Schedule**) to the **Coverholder** specified in the **Schedule** by the **Insurer(s)** listed herein, and in consideration of the premium specified having been paid, the **Insurer** agrees to provide insurance to the extent and in the manner specified herein or endorsed hereon.

Provided always that:

- (1) the liability of the **Insurer** shall not exceed the Limits of Liability expressed in the Policy **Schedule** or contained herein or such other Limits of Liability as may be substituted by **Endorsement** and agreed by or on their behalf.
- (2) this Policy provides cover only in respect such **Sections** of the Policy **Schedule** as are specified as being covered or have a Limit of Liability shown against them.
- (3) this Policy is subject to all the provisions, conditions, warranties and exclusions contained within the body of the wording or endorsed or added thereto, all of which are to be considered as incorporated and shall be read together as one document.

This Policy has been issued and signed for and on behalf of the **Insurer** by

A handwritten signature in black ink, appearing to read 'Jason Anthony', written over a horizontal line.

Jason Anthony  
Chief Executive Officer  
MGAM Limited  
Authorised signatory

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# CUSTOMER INFORMATION STATEMENTS

This Policy is an important document that **You** should read and store carefully. It sets out what is and is not covered under the Policy **You** have purchased and explains key contractual obligations that apply to **You** and to **Us**.

This Policy has been issued by the Coverholder as an agent of the **Insurer**.

This document, the **Schedule** and any **Endorsements** supplied to **You** form **Your** Policy. Please read the **Schedule** carefully and if it is incorrect return it immediately to **Your** insurance broker for alteration.

It is essential that:

- **You** check that each of the insured **Sections** and the **Schedule** are correct.
- **You** comply with **Your** duties under each **Section** and under the insurance as a whole.
- This Policy should be kept in a safe place as **You** may need to refer to it if **You** have to make a claim. It is recommended that **You** retain details of **Your** Employers' Liability Policy/certificates for at least 40 years.

**You** have a duty at inception and renewal of this Policy to make a fair presentation of and a continuing duty throughout the **Period of Insurance** to disclose all facts that are material to **Us** including those relating to any claim. If **You** have any doubt as to whether or not a fact is material **You** should disclose it to **Us**

**You** must pay to **Us** all premiums due to **Us** together with all taxes due on the premiums

In all communications the Policy number specified in the **Schedule** should be quoted.

**We** also explain the steps that need to be taken at renewal or should **You** or **We** cancel the insurance and **Your** obligation to notify **Us** of changes during the lifetime of the Policy.

## Identity of Insurer(s)

Aspen Insurance UK Limited, Plantation House, 30 Fenchurch Street, London, EC3M 3BD (referred to herein as the **Insurer**).

Aspen Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## The Coverholder

The **Coverholder** shall mean the **Coverholder** specified in the **Schedule** (referred to herein as the **Coverholder**).

The **Coverholder** is authorised and regulated by the Financial Conduct Authority the "FCA") – their FCA firm reference number is specified in the **Schedule**.

## What to do if You have a complaint

**We** aim to provide the highest quality of service to **Our** customers at all times but **We** recognise that complaints may arise as part of the normal course of **Business**. Understanding and acting on the cause of complaints can provide **Us** with an opportunity to improve **Our** proposition.

If **You** feel that **We** have failed to provide **You** with the best service please let **Us** know immediately. **We** take all customer complaints seriously and **We** are committed to resolving **Your** complaint quickly, openly and fairly.

### How to Complain

If **You** are dissatisfied with any aspect of the handling of **Your** insurance, **We** would ask **You** in the first instance to contact the insurance agent or intermediary from whom **You** purchased **Your** policy. If **You** remain unhappy and feel the matter has not been resolved to **Your** satisfaction, **You** may refer a complaint to **Us** at any time in one of the following formats:

- By telephone: 01245 392135
- By email: [complaints@aspen-insurance.com](mailto:complaints@aspen-insurance.com)
- In writing at: Managing Director, Aspen Risk Management Limited, Waterhouse Business Centre, Cromar Way, Chelmsford, Essex, CM1 2QE

### How We Handle Your Complaint

Step 1: **We** will try to resolve **Your** complaint immediately:

**We** will look into **Your** complaint and will aim to resolve **Your** concern immediately.

Step 2: Within 5 working days of receiving **Your** complaint:

If **We** are unable to resolve the matter immediately, **We** will send **You** an acknowledgement letter within 5 working days. The letter will provide the contact details of the person who will be supporting **You** throughout **Your** complaint.

Step 3: Within 8 weeks of receiving **Your** complaint:

**We** will endeavour to provide **You** with a final response explaining the outcome of **Our** investigation and the next steps, or a letter confirming when **We** anticipate **We** will have concluded **Our** investigation.

Step 4: Refer **Your** complaint to the Financial Ombudsman Service (FOS):

If after making a complaint **You** remain unhappy and feel the matter has not been resolved to **Your** satisfaction, **You** may be able to refer **Your** complaint to the FOS Service. **You** can contact them in one of the following ways:

- By telephone: 0300 123 9 123
- By email at: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- In writing at: Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Not all complainants may refer complaints to the FOS, but, for **Our** part **We** will treat all complainants equally and fairly.

The FOS may not be able to consider a complaint if **You**:

- have not provided **Us** with the opportunity to resolve it
- are a business with more than 10 employees and a group annual turnover of more than €2 million
- are a charity with an annual turnover of more than £1 million
- are a trustee of a trust that has net asset value of more than £1 million

Following this complaint procedure does not affect **Your** rights to take legal action.

### Compensation Scheme

Aspen contributes to the Financial Services Compensation Scheme (FSCS).

**You** may be entitled to compensation from the FSCS if **We** are unable to meet **Our** liabilities. For compulsory insurance **You** may be entitled to compensation up to 100% of the claim.

For all other types of insurance **You** may be entitled to compensation of up to £2,000 for the first part of the claim and 90% of the remainder of the claim.

Further information about compensation scheme arrangements is available from the FSCS or **You** can visit their website at [www.fscs.org.uk](http://www.fscs.org.uk)

Financial Services Compensation Scheme 10th Floor Beaufort House 15 St Botolph Street London EC3A 7QU T: 0207 741 4100 or 0800 678 1100

### Your Policy and the information disclosed by You

In deciding to accept this Policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat **Your** Policy as if it never existed and decline all claims. **We** may not return premium already paid by **You** in this situation.

If **We** establish that **You** provided **Us** with false, incomplete or misleading information, it can adversely affect **Your** Policy and any claim.

For example:

- (a) where **We** could have accepted the risk and offered **You** a Policy but **We** would have charged a higher premium, **We** may only pay a percentage of any claim that **You** make under the Policy. **We** would do this by considering the premium **We** actually charged as a percentage of the higher premium **We** would have charged and then paying **You** the same percentage of any claim.

So, as an example: if the premium **We** actually charged was £250 and the higher premium **We** would have charged was £1,000, then the premium **We** actually charged represents 25% of the higher premium **We** would have charged and **We** shall only pay 25% of any claim.

- (b) **We** may treat this Policy as if it had never existed and refuse to pay all claims and return the premium, subject to a deduction for any commission paid to **Your** insurance broker. **We** will only do this if the false, incomplete or misleading information means that **We** provided **You** with insurance cover when **We** would not otherwise have offered it at all had the risk been fairly presented.

- (c) if **We** would have written the risk on different terms had it been fairly presented, **We** may amend the Policy to include these terms. **We** may apply these amended terms as if they were already in place before a claim is made.
- (d) **We** may cancel **Your** Policy in accordance with its cancellation provisions.

**We** will write to **You** if **We**:

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

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

### **Observance of Policy Terms and Suspension of Cover**

Every condition stated as a condition that applies to this Policy (whether to one or more **Sections** or the Policy as a whole) shall apply and continue to be in force during the whole currency of this Policy.

**We** will have no liability under this Policy in respect of any loss occurring or attributable to something happening during a period of non-compliance with a condition and cover will be suspended for the period from the date of the breach until the breach has been remedied unless **You** can prove that the breach of the condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **Your right to cancel**

In the first year of this Insurance **You** have the right to cancel the insurance Policy within 14 days of receiving the Policy documentation or from the inception date of the Policy (whichever date is the later) and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be considered that **You** will have received the Policy document upon the day following the date it was posted to **You** by first class post or was supplied to **You** electronically or **You** were supplied with the means by which **You** could access the Policy electronically.

If **You** do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the **Schedule**, and no liability whatsoever shall attach to **Us** in respect of the Policy.

If **You** do not exercise **Your** right of cancellation within the initial 14 day period, this insurance Policy will automatically come into force from the inception date specified in the **Schedule**. **You** will remain liable to pay the full annual premium. Following the expiry of the initial 14 day period, this insurance Policy may be cancelled at any time at **Your** written request. **We** reserve the right not to allow a return of premium.

To exercise **Your** right to cancel, contact the broker who arranged this cover for **You**

### **The law that governs the interpretation of this Policy**

All disputes concerning the interpretation of this Policy are understood and agreed by both **You** and **Us** to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England or Wales and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

### **Data protection**

**We** will hold all personal data relating to **You** in accordance with the Data Protection Act 1998. **We** will not pass this data to third parties except where **You** have given **Your** consent or where permitted by law. **Your** personal data may be used by **Us** or third parties for underwriting and claims purposes and in order to administer **Your** Policy. **We** will ensure that personal data is kept secure and used only for the purpose for which it was supplied.

### **Claims notification**

All claims under this insurance are to be notified to **Us** using one of the following methods and quoting the Policy number:

Write to: Aspen Risk Management Limited, The Lansdowne Building, 2 Lansdowne Road, Croydon, CR9 2ER  
Telephone: 020 8263 2408  
E-mail: [armlclaims@aspen-insurance.com](mailto:armlclaims@aspen-insurance.com)

## POLICY DEFINITIONS

These Definitions apply to **You** entire Policy (including the **Schedule**) wherever these words or phrases appear starting with an upper case letter and printed in bold except where otherwise stated. Words in the masculine gender shall include the feminine.

Each **Section** or Extension may include Definitions unique to that **Section** or Extension.

- 1) **Asbestos** means:  
asbestos fibres or particles or any derivatives of asbestos including any product or material containing asbestos, asbestos fibres or particles or any derivatives of asbestos.
- 2) **Bodily Injury** means:  
physical or mental injury including death, illness, disease, mental anguish or shock but not defamation.
- 3) **Business** means:  
**Your** business as stated in the **Schedule**.
- 4) **Contractual Liability** means:  
liability attaching to **You** by virtue of a contract but which would not have attached in the absence of such contract.
- 5) **Conveyance** means:  
any water and/or air and/or road and/or rail conveyances of every description.
- 6) **Damage** means:  
physical loss or destruction or damage.
- 7) **Electronic Data** means:  
facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
- 8) **Employee(s)** means:
  - (a) any person under a contract of service or apprenticeship with **You**
  - (b) any labour master or labour only subcontractor or person supplied or employed by them
  - (c) any self-employed person
  - (d) any person hired to or borrowed by **You**
  - (e) any person engaged under a work experience, youth training or similar scheme
  - (f) any voluntary helper
  - (g) any outworker or homeworkerunder **Your** control and supervision while working for **You** in connection with **Your Business**.  
This definition shall not include any bona fide sub-contractor.
- 9) **Endorsement(s)** means:  
the document(s) detailing modifications made to the cover provided under this Policy and/or the **Section(s)** thereof.
- 10) **Insured/You/Your** means:  
the person or corporate body or organisation detailed in the **Schedule**.
- 11) **Insurer/Our/Us/We** means:  
insurers whose identity is stated in the Customer Information Statements section contained herein.
- 12) **Microchip** means:  
a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers.

**13) Offshore Activity** means:

any work on or visit to an **Offshore Installation** from the time of embarkation onto a **Conveyance** at the point of final departure to such **Offshore Installation** until the time of disembarkation from a **Conveyance** onto land on return from such **Offshore Installation**

**14) Offshore Installation** means:

any offshore installation, rig or platform whether fixed or mobile or any vessel or semi-submersible including any catwalk, landing ramp, bridge, walkway, accommodation or other connected structure which has been is or will be engaged in the processes of prospecting for or extraction, separation, storage, treatment or distribution of oil or gas.

**15) Period of Insurance** means:

the period stated in the **Schedule** or any subsequent period for which **We** agree to accept payment of premium.

**16) Pollution or Contamination** means:

pollution or contamination of Buildings or structures or of water or land or the atmosphere

and

all loss, **Damage** to **Property** or **Bodily Injury** directly or indirectly caused by or arising from such pollution or contamination.

**17) Principal** means:

any person, employer, firm, company, ministry or authority for whom **You** carry out a contract for the performance of work.

**18) Product Supplied** means:

any product or thing (including containers, packaging or labelling) sold, supplied, erected, repaired, altered, treated, installed, processed, manufactured, tested, serviced, hired out, stored, transported or delivered by **You** in the course of **Your Business** from premises within the **Territorial Limits**.

**19) Property** means:

material property.

**20) Proposal** means:

any completed proposal form and/or information provided by **You** or on **Your** behalf in connection with this Policy including all declarations and/or statements of fact and/or instructions.

**21) Schedule** means:

the document stating the operative **Section(s)** **You** have chosen, the **Period of Insurance**, details of **Your Business** and the Limit(s) of Liability.

**22) Section(s)** means:

the parts of this Policy that detail the cover provided by each individual Section of this Policy.

**23) System** means:

computers, other computing and electronic equipment linked to a computer, hardware, software programs, data processing equipment, **Microchip** and anything which relies on a **Microchip** for any part of its operation and includes for the avoidance of doubt any computer installation.

**24) Territorial Limits** means:

Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

**25) 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 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.

**26) Virus** means:

programming code designed to achieve an unexpected, unauthorised and/or undesirable effect or operation when loaded onto a **System**, transmitted between **Systems** by transfer between computer **Systems** via networks, extranets, internet,

electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self-replication or not.

## SECTION A - EMPLOYERS' LIABILITY

### Insuring Clause

**We** will cover **You** for **Your** legal liability for **Bodily Injury** sustained by an **Employee** occurring during the **Period of Insurance** within the **Territorial Limits** and arising out of and in the course of employment by **You** in connection with **Your Business**.

### Limit of Liability

**Our** limit of liability for damages and claimant's costs, fees and expenses payable in respect of any occurrence shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section** but, if the **Bodily Injury** arises from **Asbestos** or **Terrorism**, then **Our** limit of liability shall not exceed £5,000,000.

### Exclusions

**We** shall not provide cover for liability:

- 1) in respect of which compulsory insurance or security is required to be arranged by **You** under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order.
- 2) caused by or arising from any **Offshore Activity**.
- 3) for punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
- 4) arising from any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or from any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).

### Conditions

- 1) Claims notification

In the event of an occurrence which may give rise to a claim under this **Section**:

**You** will:

- (a) give written notice to **Us** as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such circumstance. All claims should be notified to **Us** using one of the methods described in the Customer Information Statements section near the beginning of this Policy.
  - (b) provide all additional information **We** may require within the time stipulated by **Us**.
  - (c) forward unanswered to **Us** immediately they are received every claim form, summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto.
  - (d) give immediate notice in writing to **Us** of any impending prosecution, inquest or fatal accident inquiry.
  - (e) at all times and in addition to the obligations set out above forward such information to and cooperate with **Us** or **Our** appointed agents to allow **Us** to be able to comply with such relevant practice, directions and pre-action protocols as may be in force.
  - (f) carry out and permit to be taken any action which may be reasonably practicable to prevent further **Bodily Injury**.
  - (g) give immediate notice in writing to **Us** if **You** become aware of any RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995) incident involving any person which may result in a claim hereunder.
- 2) Conduct and Control

It is a condition of this **Section** that no admission, offer, promise or payment shall be made or given by **You** or on **Your** behalf without **Our** written consent.

**We** shall be entitled if **We** so desire to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Our** benefit any claim for damages or otherwise.

**We** shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against **You** and **You** shall give all such information and assistance as **We** may require.

- 3) Discharge of Liability

**We** may at any time at **Our** sole discretion pay to **You** the Limit of Liability for this **Section** (less any sum or sums already paid in respect or in lieu of damages and less other costs and expenses already paid or incurred prior to such payment)

or any lesser sum for which the claim or claims against **You** can be settled and **We** shall not be under any further liability in respect of such claim or claims.

#### 4) Employers' Liability Tracing Office

Where **We** provide cover under the Employers' Liability (Compulsory Insurance) Regulations 1998, **We** are required by regulation to maintain a database of all the companies and subsidiary companies covered by such insurance. **We** support and will add details of all company names to the Employers' Liability Tracing Office database.

Accordingly, it is a condition of this insurance that **You** undertake to supply full details (as required by the Employers' Liability Tracing Office) of **Your** company and all subsidiary companies to **Us** at inception of this Policy and promptly thereafter following acquisition or disposal of any subsidiary company.

#### 5) Rights of Recovery

The cover provided under this **Section** is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to **Employees** within the **Territorial Limits** or **Offshore Installations** within the continental shelf around those countries may require but **You** shall repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

### Extensions

The terms, General Conditions and General Exclusions of this Policy apply to these Extensions and where no limit or maximum liability is stated in the Extension the Limit of Liability for this **Section** applies.

#### 1) Unsatisfied Court Judgments.

Where a judgment for damages has been obtained by any **Employee** or the legal personal representatives of any **Employee** in respect of **Bodily Injury** sustained by the **Employee** arising out of and in the course of employment by **You** in connection with **Your Business** and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment then, at **Your** request, **We** will pay to the **Employee** or their legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- (a) the judgment for damages has been obtained against a company, partnership or individual (but not against **You**) operating from or resident in premises within the **Territorial Limits** in any court situated in the **Territorial Limits**.
- (b) there is no appeal outstanding.
- (c) if any such payment is made by **Us**, the **Employee** or their legal personal representatives shall assign the judgment to **Us**.
- (d) this **Section** of **Your** Policy is operative at the time that such **Bodily Injury** is sustained and cover will only apply in respect of those damages that relate to **Bodily Injury** sustained during the **Period of Insurance**.
- (e) **Our** liability for damages, costs and expenses shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section**.

#### 2) Work Overseas.

The cover provided under this **Section** shall extend to cover **You** for **Your** legal liability for **Bodily Injury** sustained by any **Employee** whilst undertaking work on a temporary basis within any country outside of the **Territorial Limits** provided that:

- (a) any such **Employee** is ordinarily resident within the **Territorial Limits**.
- (b) **We** shall not provide cover for any medical expenses or repatriation costs.
- (c) **We** shall not provide cover in respect of any amount payable under Workers' Compensation, Social Security or Health Insurance legislation.

## SECTION B - PUBLIC LIABILITY

### Insuring Clause

We will cover You for Your legal liability for accidental:

- 1) **Bodily Injury** to any person
- 2) **Damage to Property**
- 3) obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement
- 4) wrongful arrest, wrongful detention, false imprisonment or malicious prosecution

occurring during the **Period of Insurance** within the **Territorial Limits** and in connection with **Your Business**.

### Limit of Liability

Our limit of liability for damages and claimant's costs, fees and expenses payable in respect of any occurrence shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section**.

### Exclusions

We shall not provide cover for liability:

- 1) in respect of **Bodily Injury** to any **Employee** arising out of and in the course of employment by **You** in connection with **Your Business**.
- 2) caused by or arising from the ownership or possession or use by **You** or on **Your** behalf of any:
  - (a) aircraft or aerospace device or hovercraft.
  - (b) watercraft other than hand propelled watercraft or other watercraft not exceeding 8 metres in length.
  - (c) mechanically propelled vehicle:
    - (i) in circumstances for which compulsory insurance or security is required under any legislation governing the use of the vehicle.
    - (ii) where cover is provided by any other insurance.
- 3) arising from any **Product Supplied** by **You**.
- 4) for **Contractual Liability** unless the sole conduct and control of claims is vested in **Us** but **We** shall not in any event provide cover in respect of:
  - (a) liquidated damages or liability under any penalty clause.
  - (b) **Damage to Property** against which **You** are required to effect insurance under the terms of Clause 21.2.1 of the Joint Contracts Tribunal Standard Form of Building Contract 1980 Edition or any revision or substitution thereof or any clause of similar intent under any other contract conditions.
  - (c) **Damage to Property** which comprises the contract works executed or in the course of execution by **You** or on **Your** behalf and occurs after the date of issue of a certificate of completion of such works or, where the contract has no provision for such a certificate, the date on which such works are completed and handed over to the **Principal** if **You** are expressly responsible for such **Damage** under the terms of the contract.
- 5) in respect of **Damage to Property**:
  - (a) belonging to **You**.
  - (b) in **Your** or any **Employee's** custody or control other than personal effects including vehicles and their contents of any visitor, director, partner and/or **Employee** of **Yours**.
  - (c) being that part of any **Property** on which **You** or any **Employee** or agent of **Yours** is or has been working where **Damage** arises out of such work.
- 6) in respect of **Pollution or Contamination** occurring:
  - (a) within the United States of America or Canada.
  - (b) elsewhere than within the United States of America or Canada unless caused by a sudden, identifiable, unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the **Period of Insurance**.

Provided that in respect of any liability for which cover is not excluded under exclusion (b) above:

- (i) all **Pollution or Contamination** which arises out of one occurrence shall be deemed to have occurred at the time such occurrence takes place.
  - (ii) **Our** liability for all damages, costs fees and expenses under this **Section** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the amount stated in the **Schedule** as the Limit of Liability for this **Section**.
- 7) caused by or arising from advice, design or specification **You** provided for a fee.
  - 8) (a) in respect of mental injury, mental anguish or shock or fear of suffering death, **Bodily Injury**, illness or disease arising out of the actual, alleged or suspected presence or release of **Asbestos** or exposure to or inhalation of **Asbestos**.  
(b) for the costs of management (including those of any persons under any statutory duty to manage), removal, mitigation, remediation, repair, alteration, recall, rectification, replacement or reinstatement of any **Property** or part thereof arising out of the presence of **Asbestos**.
  - 9) for punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
  - 10) arising from any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or from any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).
  - 11) for the amount stated in the **Schedule** as being the Excess for this **Section** which shall apply in respect of each and every claim. Such amount shall be contributed by **You** or any party entitled to cover under this Policy before **We** assume any responsibility to make a payment for any claim hereunder. This exclusion will not apply to claims in respect of **Damage** to premises including their fixtures and fittings leased, rented or hired to **You**.
  - 12) out of the use of any oxy-acetylene or electric welding or power driven cutting or grinding equipment or other spark emitting equipment or any blow lamp or blow torch or other equipment producing a naked flame away from **Your** premises.
  - 13) caused by or arising from advice, design or specification **You** provided for a fee.
  - 14) arising from any act of **Terrorism**.

#### Conditions

##### 1) Claims notification

In the event of an occurrence which may give rise to a claim under this **Section**:

**You** will:

- (a) give written notice to **Us** as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such circumstance. All claims should be notified to **Us** using one of the methods described in the Customer Information Statements section near the beginning of this Policy.
  - (b) provide all additional information **We** may require within the time stipulated by **Us**.
  - (c) forward unanswered to **Us** immediately they are received every claim form, summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto.
  - (d) give immediate notice in writing to **Us** of any impending prosecution, inquest or fatal accident inquiry.
  - (e) at all times and in addition to the obligations set out above forward such information to and cooperate with **Us** or **Our** appointed agents to allow **Us** to be able to comply with such relevant practice, directions and pre-action protocols as may be in force.
  - (f) carry out and permit to be taken any action which may be reasonably practicable to prevent further **Bodily Injury** and **Damage to Property**.
  - (g) give immediate notice in writing to **Us** if **You** become aware of any RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995) incident involving any person which may result in a claim hereunder.
- ##### 2) Conduct and Control

It is a condition of this **Section** that no admission, offer, promise or payment shall be made or given by **You** or on **Your** behalf without **Our** written consent.

**We** shall be entitled if **We** so desire to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Our** benefit any claim for damages or otherwise.

**We** shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against **You** and **You** shall give all such information and assistance as **We** may require.

3) Discharge of Liability

**We** may at any time at **Our** sole discretion pay to **You** the Limit of Liability for this **Section** (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against **You** can be settled and **We** shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which **We** may be responsible incurred prior to such payment.

**Extensions**

The terms, General Conditions and General Exclusions of this Policy apply to these Extensions and where no limit or maximum liability is stated in the Extension the Limit of Liability for this **Section** applies.

1) Buildings Temporarily Occupied

Exclusion (5) (b) to this **Section** shall not apply to liability for **Damage** to Buildings including contents therein which are not owned leased or rented by **You** but are temporarily occupied by **You** for the purpose of maintenance, alteration, extension, installation or repair.

2) Cross Liabilities

If the **Insured** comprises more than one party **We** will provide cover to each such **Insured** in the same manner and to the same extent as if a separate Policy had been issued to each of them provided that nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for this **Section** regardless of the number of persons claiming to be covered.

3) Data Protection Act

**We** will within the terms of this **Section** cover **You** for liability for damages in respect of damage arising out of any claim under Section 13 of the Data Protection Act 1998 not otherwise covered hereunder and first made against **You** during the **Period of Insurance** provided that:

- (a) **Our** liability under this extension for damages, costs and expenses arising out of all claims made during any one **Period of Insurance** shall not exceed the amount stated in the **Schedule** as Limit of Liability for this **Section**.
- (b) **You** have registered in accordance with the terms of the said Act or have applied for such registration which has not been refused or withdrawn.
- (c) **We** shall not provide cover:
  - (i) for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000.
  - (ii) for liability caused by or arising from a deliberate act by or omission of any person entitled to cover under this Policy if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission.
  - (iii) for the costs of replacing, reinstating, rectifying or erasing any personal data.
  - (iv) for liability caused by or arising from any occurrence or circumstances known to **You** at the inception of this Policy which may give rise to a claim hereunder.
  - (v) for 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.
  - (vi) for **Contractual Liability**.
  - (vii) for liability in respect of **Bodily Injury** to any person or **Damage to Property**.

4) Defective Premises Act

The cover provided by this **Section** shall extend to apply in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned or occupied by **You** for purposes pertaining to **Your Business** and which have since been disposed of by **You** provided that **We** shall not provide cover for liability:

- (a) for which cover is provided by any other insurance.
- (b) for the costs of remedying any defect or alleged defect in such Premises.

5) Leased or Rented Premises

Exclusion (5) (b) to this **Section** shall not apply to liability for **Damage** to premises including their fixtures and fittings leased or rented to **You** provided that **We** shall not provide cover for:

- (a) **Contractual Liability.**
- (b) the first £500 of each and every occurrence of **Damage** to premises caused other than by fire or explosion.

6) Motor Contingent Liability

Notwithstanding Exclusion (2) (c) to this **Section We** will cover **You** (and no other person for the purpose of this extension) for **Your** legal liability for **Bodily Injury** or **Damage** to **Property** caused by or arising from any motor vehicle or trailer attached thereto which do not belong to or are provided by **You** being used in the course of **Your Business** provided that **We** shall not provide cover for liability:

- (a) in respect of **Damage** to any such vehicle or trailer or **Property** conveyed therein or thereon.
- (b) for which cover is provided by any other insurance.
- (c) caused or arising whilst such vehicle or trailer is:
  - (i) engaged in racing, pace-making, reliability trials or speed testing.
  - (ii) being driven by **You**.
  - (iii) being driven with **Your** general consent or the consent of **Your** representative by any person who to **Your** knowledge or the knowledge of such other representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
  - (iv) used elsewhere other than within the **Territorial Limits**.

7) Motor Vehicles

Exclusion (2) (c) to this **Section** shall not apply to liability caused by or arising from:

- (a) the use of plant as a tool of trade at **Your** premises or on any site at which **You** are working.
- (b) the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle.
- (c) **Damage** to any building, bridge, weighbridge, road or to anything beneath caused by vibration or by the weight of any vehicle or its load provided that **We** shall not provide cover for liability:
  - (i) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.
  - (ii) for which cover is provided by any other insurance.

8) Overseas Personal Liability

**We** will cover **You** or at **Your** request:

- (a) any director, partner or **Employee** of **Your Business**
- (b) any spouse or child of **Yours** or of any of the persons stated in (a) above who are accompanying **You** or such persons for legal liability incurred by **You** or such persons in a personal capacity in a country outside of the **Territorial Limits** whilst on a temporary visit to such country in connection with **Your Business** provided that:
  - (i) any person entitled to cover under this extension shall as though they were **You** be subject to the terms, Conditions and Exclusions of this Policy insofar as they can apply.
  - (ii) nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for this **Section** regardless of the number of persons claiming to be covered.
  - (iii) **We** shall not provide cover for:
    - (A) **Contractual Liability.**
    - (B) liability for which cover is provided by any other insurance.
    - (C) liability in respect of **Damage** to **Property** belonging to or in the custody of or under the control of any person entitled to cover under this extension.
    - (D) liability in respect of **Bodily Injury** to any person entitled to cover under this extension.
    - (E) liability caused by or arising from:

- (I) the ownership or occupation of land or buildings.
- (II) the carrying on of any business, profession trade or employment.
- (III) the ownership, possession or use of animals other than horses or domestic dogs or cats.

9) Work Overseas

The cover provided under this **Section** shall extend to apply in respect of **Your** legal liability caused by or arising from:

- (a) work being undertaken on a temporary basis by **You** or **Your Employee(s)** within any country outside of the **Territorial Limits** which is a member of the European Union
- (b) non-manual work being undertaken on a temporary basis by **You** or **Your Employee(s)** within any country outside of the **Territorial Limits** and not a member of the European Union

provided **You** or **Your Employee(s)** are ordinarily resident within the **Territorial Limits**.

## SECTION C - PRODUCTS LIABILITY

### Insuring Clause

We will cover You for Your legal liability for accidental:

- 1) **Bodily Injury** to any person
- 2) **Damage to Property**

occurring during the **Period of Insurance** anywhere in the world and caused by or arising from any **Product Supplied**.

### Limit of Liability

**Our** limit of liability for damages and claimant's costs, fees and expenses payable in respect of any occurrence and in the aggregate in respect of all occurrences during any one **Period of Insurance** shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section**.

### Exclusions

We shall not provide cover for liability:

- 1) in respect of **Bodily Injury** to any **Employee** arising out of and in the course of employment by **You** in connection with **Your Business**.
- 2) in respect of **Damage** to or the costs or expenses of recalling, repairing, replacing, altering, removing or making any refund in respect of any **Product Supplied** caused by or arising from:
  - (a) any defect in or the harmful nature of or the unsuitability for its intended purpose of such **Product Supplied**.
  - (b) an error or fault in connection with the sale supply or presentation of such **Product Supplied**.
- 3) caused by or arising from any **Product Supplied** whilst in **Your** custody or under **Your** control or the control of any **Employee** other than food and drink for consumption on **Your** premises.
- 4) caused by or arising from any **Product Supplied** which to **Your** knowledge is for:
  - (a) use in or on any aircraft or aerospace device.
  - (b) aviation or aerospace purposes.
  - (c) use in the safety or navigation of marine craft of any sort.
- 5) caused by or arising from any **Product Supplied** which to **Your** knowledge is for use in or supply to the United States of America or Canada.
- 6) arising from **Contractual Liability** other than liability arising out of a condition or warranty of goods implied by law but **We** shall not in any event provide cover in respect of liquidated damages or liability under any penalty clause.
- 7) in respect of **Pollution or Contamination** occurring:
  - (a) within the United States of America or Canada.
  - (b) elsewhere than within the United States of America or Canada unless caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the **Period of Insurance**.

Provided that in respect of any liability for which cover is not excluded under exclusion (b) above:

- (i) all **Pollution or Contamination** which arises out of one occurrence shall be deemed to have occurred at the time such occurrence takes place.
  - (ii) **Our** liability for all damages, costs fees and expenses under this **Section** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the amount stated in the **Schedule** as the Limit of Liability for this **Section**
- 8) caused by or arising from advice, design or specification **You** provided for a fee.
  - 9)
    - (a) in respect of mental injury, mental anguish or shock or fear of suffering death, **Bodily Injury**, illness or disease arising out of the actual, alleged or suspected presence or release of **Asbestos** or exposure to or inhalation of **Asbestos**.
    - (b) for the costs of management (including those of any persons under any statutory duty to manage), removal, mitigation, remediation, repair, alteration, recall, rectification, replacement or reinstatement of any **Property** or part thereof arising out of the presence of **Asbestos**.

- 10) for punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
- 11) arising from any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or from any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).
- 12) for the amount stated in the **Schedule** as being the Excess for this **Section** which shall apply in respect of each and every claim. Such amount shall be contributed by **You** or any party entitled to cover under this Policy before **We** assume any responsibility to make a payment for any claim hereunder.
- 13) arising from any act of **Terrorism**.

#### Conditions

##### 1) Claims notification

In the event of an occurrence which may give rise to a claim under this **Section**:

**You** will:

- (a) give written notice to **Us** as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such circumstance. All claims should be notified to **Us** using one of the methods described in the Customer Information Statements section near the beginning of this Policy.
  - (b) provide all additional information **We** may require within the time stipulated by **Us**.
  - (c) forward unanswered to **Us** immediately they are received every claim form, summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto.
  - (d) give immediate notice in writing to **Us** of any impending prosecution, inquest or fatal accident inquiry.
  - (e) at all times and in addition to the obligations set out above forward such information to and cooperate with **Us** or **Our** appointed agents to allow **Us** to be able to comply with such relevant practice, directions and pre-action protocols as may be in force.
  - (f) carry out and permit to be taken any action which may be reasonably practicable to prevent further **Bodily Injury** and **Damage to Property**.
  - (g) give immediate notice in writing to **Us** if **You** become aware of any RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995) incident involving any person which may result in a claim hereunder.
- ##### 2) Conduct and Control

It is a condition of this **Section** that no admission, offer, promise or payment shall be made or given by **You** or on **Your** behalf without **Our** written consent.

**We** shall be entitled if **We** so desire to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Our** benefit any claim for damages or otherwise.

**We** shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against **You** and **You** shall give all such information and assistance as **We** may require.

##### 3) Discharge of Liability

**We** may at any time at **Our** sole discretion pay to **You** the Limit of Liability for this **Section** (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against **You** can be settled and **We** shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which **We** may be responsible incurred prior to such payment.

#### Extensions

The terms, General Conditions and General Exclusions of this Policy apply to these Extensions and where no limit or maximum liability is stated in the Extension the Limit of Liability for this **Section** applies.

##### 1) Cross Liabilities

If the **Insured** comprises more than one party **We** will provide cover to each such **Insured** in the same manner and to the same extent as if a separate Policy had been issued to each of them provided that nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for this **Section** regardless of the number of persons claiming to be covered.

## EXTENSIONS TO SECTIONS A, B AND C

The terms, Conditions and Exclusions of this Policy apply to these Extensions and where no limit or maximum liability is stated in the Extensions the **Section** Limit of Liability applies

### 1) Additional Activities

**We** will provide cover in respect of **Your** legal liability caused by or arising from any of the activities stated below where these are undertaken as part of and are ancillary to **Your Business**:

- (a) the provision and management of catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of **Your Employees** and fire or security or first aid and ambulance services.
- (b) the ownership, repair, maintenance and decoration of **Your** premises.
- (c) private work carried out by any **Employee** with **Your** consent for any director or partner of **Yours**.
- (d) participation in exhibitions, trade fairs, conferences and the like.
- (e) sponsorship of events or organisations or entities or individuals.
- (f) repair, maintenance or servicing of **Your** own mechanically propelled vehicles.
- (g) provision of gifts and promotional material.

### 2) Costs of Court Attendance

If any of the under mentioned persons attend court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to cover under **Sections A, B or C** **We** will reimburse **You** at the following rates per day for each day on which attendance is required:

- (a) any of **Your** directors or partners                      £500.
- (b) any **Employee**    £250.

### 3) Defence Costs and Expenses

**We** shall provide cover in respect of all costs and fees and expenses incurred with **Our** written consent in the defence or settlement of any claim for which cover is provided by this insurance including legal expenses:

- (a) **You** have incurred arising out of **Your** prosecution for breach or alleged breach of Part 1 of the United Kingdom Health and Safety at Work Act 1974 (or similar European safety legislation) and the Consumer Protection Act 1987, the Food Safety Act 1990 or the Disability Discrimination Act 1995 relating to:
  - (i) matters affecting the safety, health and welfare of any of **Your Employee(s)** (if the Employers' Liability **Section** is specified in the **Schedule** as being covered)
  - (ii) matters affecting the safety, health and welfare of any person other than any of **Your Employee(s)** (but excluding legal fees and expenses arising from a breach of Section 6 of the United Kingdom Health & Safety at Work Act 1974 unless Products Liability is specified in the **Schedule** as being covered)
- (b) arising out of representation at any coroner's inquest or fatal accident enquiry
- (c) arising out of the defence of any proceedings in any court in respect of matters which may form the subject of cover under this insurance including the defence of any charge of manslaughter

provided that:

- (i) the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**, and where there is also a claim or potential claim for damages against **You** or any of the additional persons covered, **You** are entitled to cover under this Policy.
- (ii) **We** shall not be liable for any fines or penalties imposed as a consequence of any such prosecution.

Any consent given by **Us** in relation to incurring defence costs shall cease if opinion is obtained from instructed solicitors or counsel stating that any of the following apply:

- (l) there is no reasonable prospect of a defence to a prosecution relating to (a), (b) or (c) above.

(II) the defence of any such prosecution ceases to be relevant to the defence of any claim for damages for which cover is provided by this insurance.

(III) the prosecution relates to a deliberate act or omission that is intended to cause **Bodily Injury**.

Depending upon which **Section** the claim for damages is being made, defence costs as provided for above:

(A) are included within the amount stated in the **Schedule** as the Limit of Liability for the Employers' Liability **Section**.

(b) will be payable in addition to the amounts stated in the **Schedule** as the Limit of Liability for the Public Liability **Section** and the Products Liability **Section**.

In respect of the Public Liability and Products Liability **Sections**, if a payment exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim attaches has to be made by **You** to dispose of the claim **Our** liability to pay any defence costs in connection therewith shall be limited to such proportion of the defence costs as the Limit of Liability bears to the amount paid to dispose of the claim.

## 5) Cover for Other Persons

**We** will also provide cover as if a separate Policy had been issued:

(a) to **Your** legal personal representatives or the legal personal representatives of any other person entitled to cover under this Policy but only in respect of liability incurred by **You** or such other person

(b) to any **Principal** but only to the extent required by the contract for work and which arises solely out of the work performed for the **Principal** by **You** or on **Your** behalf but not any **Principal** who is located within the United States of America or Canada.

(c) to any owner of plant hired to **You** but only to the extent required by the conditions of the contract of hire and not to any such owner who is located within the United States of America or Canada

(d) at **Your** request to:

(i) any officer or member of **Your** catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of **Your Employees** and fire or security or first aid and ambulance services in their respective capacity as such but not any medical or dental practitioner in respect of medical or dental services provided

(ii) any director or partner or **Employee** of **Yours** while acting in connection with **Your Business** in respect of liability for which **You** would be entitled to cover under this Policy if the claim for which cover is being sought had been made against **You**

provided that:

(i) any persons specified above shall as though they were **You** be subject to the terms Conditions and Exclusions of this Policy in so far as they can apply.

(ii) nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim is made regardless of the number of persons claiming to be covered.

## GENERAL EXCLUSIONS

The following Exclusions apply to all **Sections** of this Policy unless stated otherwise.

**We** shall not provide cover:

### 1) War and similar risks

in respect of any:

- (a) **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- (b) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or

arising from any of the following regardless of any other cause or event contributing concurrently or in any sequence to the **Damage**, cost expense or liability:

- (i) war, invasion, act(s) 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, military or usurped power or confiscation or nationalisation or requisition by or under the order of any government or public or local authority.
- (ii) any action taken in controlling, preventing, suppressing or in any way relating to (i) above.

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

### 2) Radioactive and Other Contamination

in respect of any **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss or 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.
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

### 3) Data Recognition

in respect of any:

- (a) **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss or
- (b) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any:
  - (i) computer **Data** processing equipment or media **Microchip** integrated circuit or similar device or
  - (ii) other equipment or **System** for processing, storing or retrieving **Data** or
  - (iii) computer software

whether **Your Property** or not to:

- (A) recognise correctly any date as its true calendar date.
- (B) capture, save, retain or correctly manipulate, interpret or process any data, information, command or instruction as a result of treating any date otherwise than as its true calendar date.
- (C) capture, save, retain or correctly process any data as a result of the operation of any programmed command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

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

### 4) Loss of Electronic Data

under this Policy in respect of any:

- (a) **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss

(b) legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or consisting of or arising from any damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** arising from any cause whatsoever (including but not limited to **Virus**) or any loss of use, reduction in functionality, cost or expense of whatsoever nature relating thereto or resulting therefrom regardless of any other cause or event contributing concurrently or in any sequence to the damage, destruction, distortion, erasure, corruption, alteration, reduction, cost or expense.

Provided that this Policy exclusion shall not apply to the cover provided under the Public Liability and Products Liability **Sections** for **Your** legal liability in respect of accidental:

- (i) **Bodily Injury** to any person.
- (ii) wrongful arrest, wrongful detention, false imprisonment or malicious prosecution.

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

## 5) **Terrorism**

In respect of any:

- (a) **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- (b) legal liability of whatsoever nature  
caused by resulting from or in connection with:
  - (i) any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to this loss.
  - (ii) any action taken in controlling preventing suppressing or in any way relating to the act of **Terrorism**.

If **We** allege that by reason of this exclusion any **Damage** cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

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

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

## 6) **Sanction Limitation and Exclusion**

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 **Us** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America.

## 7) **Bona-Fide Sub Contractors**

for liability directly or indirectly arising from or in connection with duties undertaken by bona fide subcontractors working on **Your** behalf unless all of the following measures are adhered to:

- (a) **You** have established, maintain and record an administrative procedure for obtaining evidence that bona fide subcontractors effect Employers', Public and Products Liability insurance and that such insurance:
  - (i) provides an indemnity for all duties undertaken by the bona fide subcontractor
  - (ii) contains a provision granting indemnity to any **Principal**
  - (iii) contains Limits of Liability which are not less than those provided by this insurance
- (b) **You** have established, maintain and record an administrative procedure for checking that the insurance of the bona fide subcontractor remains in force for the duration of the contract

# GENERAL CONDITIONS

The following Conditions apply to all **Sections** of this Policy unless stated otherwise.

## 1) Claims (Contribution)

If at the time of any occurrence there is or but for the existence of this insurance there would be any other insurance covering the same liability **We** shall not be liable under this insurance except in respect of any excess beyond the amount which would be payable under such other insurance had this Insurance not been effected.

## 2) Alteration of Risk

The cover under this Policy will cease if after the commencement of this insurance:

- (a) **Your** interest ceases except by death.
- (b) **Your Business** be wound up or carried on by a liquidator or administrator or receiver or permanently discontinued.

## 3) Fraud

If **You** make a fraudulent claim under this Policy **We** shall not be liable to pay **You** any sums in respect of the fraudulent claim. **We** may recover from **You** any sums that **We** have already paid to **You** in respect of the fraudulent claim. **We** may by notice to **You** treat this Policy as terminated with effect from the date of **Your** fraudulent act.

## 4) Cancellation

**We** may cancel this Policy at any time by providing **You** with 14 days notice of cancellation by recorded delivery letter to **Your** last known **Business** address.

If this Policy is cancelled as provided for above and during the current **Period of Insurance** there have been no:

- (a) claims made under this Policy for which **We** have made a payment
- (b) claims made under this Policy which are still under consideration
- (c) occurrences likely to give rise to a claim but yet to be reported to **Us**

**You** shall be entitled to the return of a proportionate part of the premium in respect of the unexpired **Period of Insurance** or if the premium has been based wholly or partly upon estimates the premium will be adjusted in accordance with the Premium Adjustment Condition.

If a claim has been submitted or there has been any occurrences likely to give rise to a claim during the current **Period of Insurance** no refund of premium for the unexpired **Period of Insurance** will be given.

If this Policy is cancelled **You** must return to **Us** any current certificate of insurance that has been issued to **You** as a statutory requirement to provide evidence of cover.

## 5) Claims (Subrogation)

**You** and any claimant under this Policy shall at **Our** request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by **Us** for the purpose of enforcing any rights and remedies or of obtaining relief or recourse from other parties to which **We** shall be or would become entitled or subrogated upon **Our** making a payment under this **Policy** whether such acts and things shall be or become necessary or required before or after **We** make such payment.

## 6) Premium Adjustment

If the premium for any **Section** or any part thereof is based on estimates an accurate record containing all particulars relative thereto shall be kept by **You**.

At all times **You** will allow **Us** to inspect such record and shall supply such particulars as **We** may require within one month from the expiry of each **Period of Insurance** and the premium shall thereupon be adjusted by **Us** subject to any Minimum Premium as stated in the **Schedule** being retained by **Us**.

At **Our** request **You** shall supply an auditors certificate in support of such particulars.

If **You** fail to supply such particulars within the period stated by **Us** **We** shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly.

**7) Reasonable Precautions**

**You** shall take all reasonable precautions:

- (a) to prevent any occurrence which may give rise to a claim under this Policy.
- (b) to maintain **Your** premises and machinery and everything used in **Your Business** in proper repair.
- (c) in the selection and supervision of **Employees**.
- (d) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

**8) Rights of Third Parties**

A person or company 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 which exists or is available apart from that Act.

**9) Assignment**

**You** shall not assign any of the rights or benefits under this Policy and/or any **Section** of this Policy without **Our** prior written consent.

**We** will not be bound to accept or be affected by any notice of trust charge, lien or purported assignment or other dealing with or relating to this Policy and/or any **Section** of this Policy.