



COMMERCIAL  
EXPRESS

# Land Liability

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## Policy Wording

# Policy Wording Contents

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## A. Policy Information

Do not wait until **You** have a claim before **You** read and understand this **Policy** – please read it now and keep it in a safe place. In particular make sure that: -

- All the details shown in the **Schedule** are correct (let **Your** Insurance Broker know immediately if any changes are necessary).
- **You** have read the conditions relating to those Sections covered including the General Conditions and Exclusions.
- **You** understand the notes on how to make a claim as stated in General Conditions and your duties in respect of Ministry of Justice Portal Claims as outlined in this guide below.
- **You** understand the notes and how to make a complaint as stated in the Complaints Section.

### Statutory Status Disclosure

**Your Policy** is arranged by Commercial Express Quotes Limited who act as Our agent in respect of this insurance.

Commercial Express Quotes Limited is registered in England and Wales under company number 03862468 and is authorised and regulated by the Financial Conduct Authority FRN 311067. The registered office of Commercial Express Quotes Limited is:

Commercial Express Quotes Limited  
B1 Custom House  
The Waterfront  
Level Street  
Brierley Hill  
DY5 1XH

This insurance is provided by Ascot Syndicate 1414 at Lloyd's. Syndicate 1414 at Lloyd's is managed by Ascot Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered in England and Wales No. 04098461.

Registered Office:  
20 Fenchurch Street,  
London,  
United Kingdom  
EC3M 3BY.

This is to Certify that in accordance with the authorisation granted under Contract to Commercial Express Quotes Limited (the Coverholder) to operate a binding authority underwriting agreement and to act on behalf of **Insurers** whose names and proportions underwritten by them are supplied within the Schedule attaching to this **Policy** the said **Insurers** are hereby bound each for his own part and not one for another their heirs executors and administrators to insure in accordance with the terms and conditions herein or endorsed hereon.

### Important

This **Policy** has been issued to you based on the information supplied about **You Your** tenants **Your Business** and **Your Property** in the Statement of Fact and other material information declared which forms the basis of the contract between **You** and **Us**. It is therefore very important that **You** let **Your** Insurance Broker know immediately of any changes that affect the information **You** have disclosed to **Us**.

For example in respect of legal liability exposures any material alterations such as changes in **Your Business**/trade that affects the information **You** have disclosed to **Us**.

In the event of a general enquiry or query relating to **Your Policy You** the **Insured** should in the first instance contact **Your** Insurance Broker or **Your** Intermediary who arranged this insurance or contact Commercial Express Quotes Limited.

In the event of a claim or any circumstance that is likely to result in a claim **You** must immediately notify **Our** appointed claims Administrator whose details can be found under the General Conditions Section, How to report a claim.

### Ministry of Justice (MOJ) Portal Claims and the Duties Owed by the Insured

The MOJ reforms are now in effect and apply to the majority of Employers' and Public Liability claims arising in England and Wales. Principally these reforms set out a strict timetable for the acknowledgement and handling of claims. If the timetable is breached the costs charged by the claimant's legal representative will increase. As a result prompt reporting of incidents which may give rise to a claim and/or actual claims is vital to ensure investigations can be made in a timely fashion and to keep claim costs to a minimum.

Here is what to do if **You** receive a letter of claim or Claims Notification Form (CNF) from the claimant and/or claimant representative

If **You** receive a letter of claim or Claims Notification Form (CNF) direct from the claimant and/or claimant legal representative, do not admit liability and simply acknowledge receipt of the communication. The acknowledgement must be via an electronic format (e-mail is preferred) and within 24 hours from the date of the letter or CNF. In the acknowledgement please advise **Your Insurer** is Ascot Syndicate 1414 at Lloyd's and their correspondence has been sent to Woodgate and Clark Limited who are **Our** Appointed Claims Administrator.

After acknowledging the claimant representative please send all correspondence immediately to Woodgate & Clark remembering to quote your policy number and name as shown on the **Schedule**. Please note **Your** failure to immediately report a claim or circumstance which may give rise to a claim or to provide **Our** appointed Claims Administrator with full cooperation could result in the support from this **Policy** being withdrawn.

**We** also remind **You** of **Your** obligations under the Health and Safety at Work Act 1974 to protect the health safety and welfare of your **Employees** which includes:-

- Workplace risk assessments.
- Full and effective training.
- Provision of appropriate personal protective equipment (PPE).
- Communication of health and safety procedures.

#### **Credit Reference Agencies**

**Your** information may be linked to and **Your** application assessed using credit reference agency records relating to anyone with whom **You** have a joint account or similar financial association.

#### **Guidance Notes in Relation to Collection of Excess**

Please note that payment of the **Excess** is a condition precedent and therefore in the event the **Excess** is not paid when requested the **Insurer(s)** will not pay the claim under this **Policy** and the **Insured** will have to pay any claims in full and may be liable to repay any costs incurred by the **Insurer(s)** up to the time of failure to pay the **Excess**.

The **Insured** will be asked to pay the **Excess**:-

To encourage the reporting of claim circumstances, in accordance with the condition precedent requirements in General Condition 16, the **Excess** will not be called for unless or until liability has been admitted or Defence Costs are incurred other than the **Insurer(s)** own salary and other internal costs. This will apply to all claims with the exception of third party property damage claims where the **Insured** will be asked for the **Excess** as soon as the claim has been lodged and indemnity confirmed.

Please note: No **Excess** will be payable unless a formal claim has been made by the claimant or a solicitor or other representative on their behalf. Failure to report an incident which may give rise to a claim may lead to **Insurer(s)** refusing to pay the claim.

## Employers' Liability Tracing Office – Notice to Policyholders

**This Notice does not form part of your contract of insurance and is for information purposes only.**

Certain information relating to your insurance **Policy** including without limitation the policy number(s) employers names and addresses (including subsidiaries and any relevant changes of name) coverage dates employers reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant) will be provided to the Employers' Liability Tracing Office (the "ELTO") and added to an electronic database (the "Database").

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurer(s) Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers (the "Claimants"):-

1. to identify which Insurer (or Insurer(s)) was (or were) providing employers' liability cover during the relevant periods of employment and;
2. to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants their appointed representatives Insurer(s) with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

**By entering into this insurance Policy You will be deemed to specifically consent to the use of Your insurance Policy data in this way and for these purposes.**

### **Fraud Prevention Agencies**

If false or inaccurate information is provided and fraud is identified or suspected details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

**We** and other organisations may also access and use this information to prevent fraud and money laundering when for example:

- checking applications for and managing credit and other facilities and recovering debt
- checking insurance proposals and claims
- checking details of job applicants and Employees

**We** and other organisations that may access and use information recorded by fraud prevention agencies may do so from other countries

### **Your Personal Information Notice**

#### **The basics**

**We** collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations.

This information includes personal data such as **Your** name, address, contact details and other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may also include more sensitive data such as information about **Your** health and any criminal convictions.

In certain circumstances, **We** may need **Your** consent to process certain information about **You** and this is explained in **Our** privacy policy. Where **We** need **Your** consent, **We** will ask **You** for it specifically. **You** do not have to give **Your** consent, and **You** may withdraw **Your** consent at any time. However, if **You** do not provide **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit. It may also prevent **Us** from providing cover for **You** or handling **Your** claims. For the purpose of providing insurance and handling claims or complaints **Your** information may be shared with, and used by, a number of third parties in the insurance sector. For example, advisers, agents, brokers (when making applications), insurers, reinsurers, loss adjusters (if **You** claim), sub-contractors, compulsory insurance databases, regulators, law enforcement agencies, fraud

and crime prevention agencies. **We** will only disclose **Your** personal information in connection with the insurance coverage that **We** provide and to the extent required or permitted by law.

**If you provide other people's details to us**

Where **You** provide **Us** or **Your** insurance adviser with information about other people, **You** must make them aware that **You** are doing so. Where possible, **You** should also provide them with this notice.

**If you would like more information**

For more information about how **We** use **Your** personal information, please see **Our** privacy policy, which is available on **Our** website (<https://www.ascotgroup.com/lloyds/privacy-policy>) and in other formats upon request. Additional information on how the insurance market uses data is provided by the Lloyd's Market Association ("LMA") in their Insurance Market Core Uses Information Notice.

**Contacting us and your rights**

**You** have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notice(s) **You** should contact the insurance adviser who provided **You** with **Your** insurance in the first instance, or directly with **Us** by contacting:

Data Protection Officer  
Ascot Underwriting Limited  
20 Fenchurch Street  
London EC3M 3BY  
+44 20 7743 9600  
DPO@ascot.com

**Data Protection**

**You** should understand that any information **You** have given **Us** will be processed by **Us** in compliance with the provisions of the data protection legislation, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties. Some of the personal information **We** ask **You** for may be sensitive personal data as defined by the data protection legislation (such as information about criminal convictions and civil proceedings). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to provide the services described in **Your Policy**. **You** have a right of access to, and correction of, information that **We** hold about **You**. If **You** would like to exercise either of these rights, **You** should contact:

Data Protection Officer  
Ascot Underwriting Limited  
20 Fenchurch Street  
London EC3M 3BY  
+44 20 7743 9600  
DPO@ascot.com

## B. 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.

A defined term or phrase will be shown in bold each time it appears in the **Policy** except where incorporated in headings and titles.

**Asbestos** means asbestos or asbestos fibres or derivatives of asbestos or any material containing asbestos

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

- a) the ownership and occupation of land by the **Insured** including repair and maintenance
- b) the provision and management of catering, social, sports and welfare organisations for the benefit of **Employees**
- c) private work carried out by any **Employee** for the **Insured** or any director, partner or senior official of the **Insured**

**Coverholder** means Commercial Express Quotes Limited who act as agent of Ascot Syndicate 1414 at Lloyd's in respect of this insurance.

Commercial Express Quotes Limited is authorised and regulated by the Financial Conduct Authority FRN No.311067 Commercial Express Quotes Limited is registered in England and Wales No.03862468

Registered Office: B1 Custom House, The Waterfront, Level Street, Brierley Hill, West Midlands, DY5 1XH, United Kingdom

**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 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/We/Us/Our** means Ascot Syndicate 1414 at Lloyd's

**Legal Costs and Solicitors 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 Solicitors Fees the solicitors 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.

**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.

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

## C. 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. How to Report a Claim

Should **You** need to report or make a claim to **Us**, please contact **Our** specialist claims handler Woodgate and Clark Limited, whose details are below. **You** may if **You** wish also advise **Your** insurance adviser to do this on **Your** behalf.

Woodgate and Clark Limited  
42 Kings Hill Avenue  
Kings Hill  
West Malling  
Kent  
ME19 4AJ

	Telephone	E-mail
<b>Claims</b>	+44 (0) 1732 520273	New.claim@woodgate-clark.co.uk
<b>Out of Office</b>	+44 (0) 1732 520270	

It will be helpful when reporting a claim if **You** are able to advise the **Policy** number and brief details of the claim.

#### What to do in the event of a claim

**You** should take all reasonably practicable steps to mitigate or reduce further **Damage** or **Bodily Injury**. No prior approval is required.

If possible provide evidence in the form of photos of damage, injury and documentation including quotes, invoices or receipts.

**You** should not admit liability even if asked to do so by a third party.

**You** shall give **Us** or **Our** representative all necessary assistance.

Complete and return any claim form sent to **You**, as soon as possible.

### 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 willful 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**

**YOU** may cancel this **POLICY** at any time by notifying Commercial Express Quotes Limited via **YOUR** insurance adviser.

If **YOU** do not exercise **YOUR** right to cancel this **POLICY** the insurance will continue in force and **YOU** will be required to pay the premium. However, if **YOU** make a claim or if **WE** are notified of circumstances which may give rise to a claim a refund of premium may not be given.

If this **POLICY** is cancelled prior to or within the cooling-off period **YOU** must return to **US** all **POLICY** documentation.

If this **POLICY** is cancelled after the cooling-off period **YOU** must return to **US** any Employers' Liability Certificate if one was issued.

#### **YOUR Cancellation Rights**

##### Prior to the start of the Period of Insurance

If **YOU** decide to cancel this **POLICY** and **YOU** provide Commercial Express Quotes Limited via **YOUR** Insurance advisor with **YOUR** written instruction before the start of the Period of Insurance and no cover is to be provided by **US**, **YOU** will be entitled to a full refund of the premium.

##### During the cooling-off period of 14 days

**YOU** have the statutory right to cancel this **POLICY** within 14 days from the purchase of this Policy or its renewal date or from the day on which **YOU** receive this **POLICY** or renewal documentation, whichever is the later.

To cancel this **POLICY** **YOU** must advise Commercial Express Quotes Limited via **YOUR** insurance advisor without delay.

Upon receiving **YOUR** instructions, **WE** will cancel this **POLICY**:

- i) where **YOU** request that no cover is to be provided by **US**, **YOU** will be entitled to a full refund of premium alternatively;
- ii) where **YOU** request this **POLICY** coverage to be operative for a limited number of days within the cooling-off period **YOU** will be entitled to a refund of premium paid, less a deduction for any time for which **WE** have provided cover. This is calculated in proportion to the time **WE** have provided cover provided there have been no claims or circumstances have occurred which may give rise to a claim, in which case no premium will be refunded.

If **YOU** do not exercise **YOUR** right to cancel this **POLICY** the insurance will continue in force and **YOU** will be required to pay the full premium.

#### After the cooling-off period

**YOU** may cancel this **POLICY** at any time by giving notice in writing to Commercial Express Quotes Limited via your insurance advisor.

Upon receiving **YOUR** instructions, **WE** will cancel this **POLICY** and provided there have been no claims or circumstances having occurred which may give rise to a claim **YOU** will be entitled to a refund of premium less a deduction for any time for which **WE** have provided cover. This is calculated in proportion to the time **WE** have provided cover provided there have been no claims or circumstances have occurred which may give rise to a claim, in which case no premium will be refunded.

Cancellation outside the cooling-off period is subject to a minimum time on risk charge of £50.00 plus Insurance Premium Tax and the fee charged by Commercial Express Quotes Limited being non-refundable.

#### **OUR Cancellation Rights**

**WE** may cancel this insurance by giving **YOU** 30 days' notice in writing.

**WE** will only do this for a valid reason.

Examples of valid reasons are as follows but these are not limited to:

- i) non-payment of premium in which case cancellation is effective from the start date of the Period of Insurance this has the same effect as if **YOU** have never had any cover or protection from this **POLICY**.
- ii) a change in risk occurring which means that **WE** can no longer provide **YOU** with insurance cover;
- iii) **YOUR** non-cooperation or failure to supply any information or documentation **WE** request;
- iv) **YOUR** threatening or abusive behaviour or use of threatening or abusive language.

If this **POLICY** is cancelled then, provided a claim or the possibility of a claim has not been notified to **US** You will be entitled to a refund of any premium paid, subject to a deduction for any time for which **YOU** have been covered. If **WE** decide to cancel this Policy Commercial Express Quotes Limited will advise **YOU** by sending a letter of cancellation to **YOUR** last known address.

#### **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.

#### **14. Sanctions**

The **Insurer(s)** shall not be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover payment of such claim or provision of such benefit would expose that Insurer to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America.

#### **15. Several Liability**

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

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

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

Although reference is made at various points in this clause to “this contract” in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

**16. Excess Condition**

The payment of the **Excess** is a condition precedent and in the event the **Excess** is not paid when requested the **Insurer(s)** will not pay the claim under this **Policy** and the **Insured** will have to pay any claims in full and may be liable to repay any costs incurred by **Insurer(s)** up to the time of failure to pay the **Excess**.

**17. Bona-Fide Sub-Contractors Condition Precedent**

It is a condition precedent to Our liability under the Employer’s Liability, Public Liability and Products Liability Sections of this Policy that all bona-fide sub-contractors engaged have liability insurance in full force and effect throughout the period for which work is undertaken for You and which as a minimum includes:

1. Employers’ Liability with a limit of indemnity of not less than £10,000,000; and
2. Public (including Pollution) and Products Liability with a limit of indemnity of not less than £5,000,000; and
3. an indemnity to principal extension; and
4. full coverage for the scope of work undertaken by the bona-fide sub-contractor for You.

You shall obtain and retain a copy of the bona-fide sub-contractor’s insurance policy schedule or maintain other written evidence of the insurance in force for inspection by Us when required.

## D. 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.

## A. 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. **Electronic Cyber Liabilities Exclusion**

This Policy does not cover legal liability arising from:

- a) any computer virus, malicious code or other malware which causes the malfunction of or prevents access by You or any external party to any computer system used in connection with Your Business;
- b) the onward transmission of any computer virus or other malware to any external party who uses Your website or has authorised connection to Your computer system;
- c) the denial of access or use by You or any authorised party to Your computer system;
- d) the content of Your website, email, intranet or extranet, including alterations or additions made by a hacker or any unauthorised external party;
- e) the failure of electronic, electromechanical data processing or electronically controlled equipment or electronic data, to correctly recognise any given date, or to process data, or to operate properly due to failure to recognise any given date due to inherent defect or computer virus, malicious code or other malware;
- f) actual or alleged infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page;
- g) defamation, libel, slander or malicious falsehood;
- h) any breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data;
- i) the unauthorised collection or misuse of any data concerning any customer or potential customer which is either confidential or subject to statutory restrictions on its use and which You obtained through the internet or extranet or website and hold in Your possession.

### 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 General Exclusion 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. **Biological or Chemical Materials**

The **Insurer** will not indemnify the **Insured** in respect of **Injury Damage** costs or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

#### 7. **Hazardous locations**

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

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

#### 8. **Asbestos Exclusion**

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

This **Policy** does not indemnify the **Insured** in respect of any liability for any **Damage** cost or expense directly or indirectly arising out of or resulting as a consequence of or related to the manufacture mining processing ownership distribution testing remediation removal storage disposal sale transportation use of or exposure to **Asbestos** or silica or polychlorinated biphenyls or materials or products containing such substances (or any other component building material hazardous to health) whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

#### 9. **Terrorism**

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

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:

- k) any act of Terrorism regardless of any other cause or **Event** contributing concurrently or in any other sequence to the loss; and/or
- l) 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**.

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.

#### 10. **Hazardous Work**

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

- m) demolition except; when such work forms an ancillary part of a contract for construction, alteration or repair carried out by the **Insured** and/or
- n) the dismantling of steel structures; and/or
- o) pile driving, tunnelling, quarrying, water diversion or the use of explosives; and/or

#### 11. **Communicable Disease**

This Policy does not cover any legal liability arising from actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 1) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- 2) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 3) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

## B. Section 1 – Employers Liability (this section only applies if shown in **Your Schedule**)

### Insuring Clause

If the Section is shown as Insured on the Schedule 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 aside from the United States of America or Canada 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 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.

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**.

#### 2. Temporary Employees

This **Policy** will indemnify the **Insured** in respect of temporary **Employees**. Cover is provided under this extension to a maximum of 50 man-days worked in any one **Period of Insurance**.

### 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.

## 3. **Asbestos Exclusion**

The **Insurer** will not indemnify the **Insured** for any liability arising under this Section arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to **Asbestos** or materials or products containing **Asbestos** other than to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in which case a sub-limit of £5,000,000 shall apply, inclusive of all damages, costs and expenses payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause.

It is a condition precedent to the liability of the Insurer that the **Insured** does not manufacture mine process distribute test remediate remove store dispose sell or use **Asbestos** or materials or products containing **Asbestos**.

## 4. **Terrorism Exclusion**

The **Insurer** will not indemnify the **Insured** for any liability in respect of Terrorism except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in which case the liability of the **Insurer** under this section for damages costs and expenses (including all defence costs) payable in respect of any one claim against the **Insured** or series of claims against the **Insured** arising out of one **Occurrence** shall not exceed £5,000,000.

## F. 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 an **Occurrence** shall not exceed the **Limit of Indemnity**.

### 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 of 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:
  - a. all heating of asphalt, bitumen, tar or pitch is carried out in a suitable vessel in the open at ground level using bottled gas
  - b. such vessel is attended at all times whilst being lit and whilst in use
  - c. 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(s) will indemnify the **Insured** for all sums which the Insured becomes legally liable to pay as Damages under Article 82 of the GDPR or Sections 168 & 169 of the Data Protection Act 2018 or any subsequent Act in connection with personal data as defined in the said Act held by the **Insured**. Provided always that the **Insurer(s)** shall not be liable for:-

- (a) the payment of fines and penalties.
- (b) the cost of replacing reinstating rectifying or erasing any personal data.

#### 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. **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:

##### 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**

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:

- a) 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.

## F. 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** any director, partner 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.

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.

#### 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 Exclusion shall not apply if liability would have attached in the absence of such terms.

#### 5. **Damage to Products & Defective Work**

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
  - i. defective work
  - ii. 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 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.

## F. Further Information – Complaints Procedure

### How to Complain

We are dedicated to providing a high-quality service and We want to ensure that We maintain this at all times.

If you wish to make a complaint about the sales process or suitability of your policy, you should contact the Insurance advisor who arranged this policy for you.

If Your complaint is about the handling of Your claim please contact:

Woodgate and Clark Limited

42 Kings Hill Avenue,

Kings Hill,

West Malling,

Kent

ME19 4AJ

Phone: 01732 520270

Email: [complaintsdept@woodgate-clark.co.uk](mailto:complaintsdept@woodgate-clark.co.uk)

However, in the event that You wish to make a formal complaint You should contact Us using one of the following options:

- In writing (letter or email) to the address shown below; or
- By telephone to the telephone number shown below.

If you wish to make a complaint about the sales process or suitability of your policy, you should contact the Insurance advisor who arranged this policy for you.

If your complaint relates to any other matter including claims, you should contact : Commercial Express Quotes Limited, details below, who will try to resolve Your complaint. Commercial Express will review the circumstances of Your complaint and provide you with a response within fourteen (14) calendar days.

The Compliance Manager

Commercial Express

B1 Custom House

The Waterfront

Level Street

Brierley Hill

DY5 1XH

Phone 01384 473201

Email [complaints@commercialexpress.co.uk](mailto:complaints@commercialexpress.co.uk)

A copy of Commercial Express' complaints procedure can be viewed at <https://www.commercialexpress.co.uk/complaints>

Alternatively, a copy can be provided on request.

If Your complaint needs to be dealt with by Us, Commercial Express will promptly forward details of Your Complaint to Us. We will review Your complaint and will investigate the circumstances regarding Your complaint and write to You within fourteen (14) calendar days with a response. You may also raise a complaint directly with Us by using the contact details below:

Complaints Manager

Ascot Underwriting Limited

20 Fenchurch Street

London

EC3M 3BY

Tel: +44(0)207 743 9600

Email: [complaints.inbox@ascotgroup.com](mailto:complaints.inbox@ascotgroup.com)

We will review Your complaint and will investigate the circumstances regarding Your complaint and write to You within fourteen (14) calendar days with a response.

If You are not satisfied with the response, or have not received a response from Commercial Express or Us within fourteen (14) calendar days, You are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of Your complaint and provide You with a written final response. If You wish to ask Lloyd's to investigate Your complaint You may do so by contacting:

Complaints Lloyd's

Fidentia House

Walter Burke Way

Chatham Maritime

Chatham, Kent

ME4 4RN

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Telephone: +44 (0) 20 7327 5693

Fax: +44 (0) 20 7327 5225

Web: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "HOW WE WILL HANDLE YOUR COMPLAINT" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If You remain dissatisfied after Lloyd's has considered Your complaint You may (subject to eligibility) have the right to refer Your complaint to the Financial Ombudsman Service, using the details below.

If You are seeking resolution as a micro-enterprise (a smaller business that has a turnover or annual balance sheet of not more than two million euros and fewer than ten employees) a charity with less than GBP1,000,000 annual income or a trustee of a trust with net asset value of less than GBP1,000,000, You may refer the matter to the following organisation:

The Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR

Tel: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK)

Tel: 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please remember that You will have to refer Your complaint to the Financial Ombudsman Service within 6 months of receiving Lloyd's final response.

Making a complaint will not affect Your legal rights. If You appoint someone to act on Your behalf or if You

ask someone else to act on Your behalf You should provide Us with written authority to allow Us to deal with them. We will not pay their costs.

#### **Financial Services Compensation Scheme (FSCS)**

We and Commercial Express Quotes Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if in the unlikely event that We or Commercial Express Quotes Limited are unable to meet Our obligations under this Policy. If You were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this Policy. Further information about the FSCS is available from the FSCS at the address immediately below or on their website:

Financial Services Compensation Scheme

PO Box 300

Mitcheldean

GL17 1DY

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

Tel: For UK callers: 0800 678 1100 (free phone)

Tel: For callers from abroad: +44 (0) 20 7741 4100

Web: [www.fscs.org.uk](http://www.fscs.org.uk)

#### **GOVERNING LAW**

The laws of England and Wales will apply to this Policy unless **We** agree otherwise with you in writing before issuing the Policy and any disputes arising under this **Policy** shall be subject to the exclusive jurisdiction of the English Courts.