

Just Leisure



JUST LEISURE COMBINED LIABILITY
WORDING



Just Leisure

IMPORTANT NOTICE

In this Important Notice the following expressions have the following meanings

- (a) "We" and "our" refers to R&Q S1991 Management Services Limited t/as Just Underwriting Leisure and/or Syndicate 1991 at Lloyd's.
- (b) "you" and "your" refer to the addressee of this contract.

Please read this policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, exclusions and conditions. Contact Just Underwriting Leisure immediately if any corrections are necessary.

Any enquiries you may have regarding your policy may be addressed either to Just Underwriting Leisure or the insurance broker who arranged the policy for you.

Any notices and documents that you are required to send to Syndicate 1991 at Lloyd's under the terms of the Policy should be addressed to Just Underwriting Leisure at Lloyd's, 5th Floor, 130 Fountain House, London EC3M 5DJ (or such other address that you are notified of from time to time).

CERTIFICATE PROVISIONS

1. It is important to note that R&Q S1991 Management Services Limited t/as Just Underwriting Leisure acts as agent of the Underwriters in respect of this insurance.
2. In the event of a general enquiry or query relating to your policy you, the Insured, should in the first instance contact the insurance broker who arranged this insurance or the Coverholder at the address below:

R&Q S1991 Management Services Ltd,
5th Floor, Fountain House,
130 Fenchurch Street,
London,
EC3M 5DJ

3. In the event of a claim, or any circumstance that is likely to result in a claim, you must immediately notify the following:

Sheila Deards
Woodgate & Clark Limited
The Red House
Kings Street
West Malling
Kent
ME19 6QT

Tel +44 (0)1732 520219
Email: S.Deards@woodgate-clark.co.uk

4. This policy is insured 100% by Syndicate 1991 at Lloyd's so, in the event that you wish to make a formal complaint you should contact the Compliance Manager at Lloyd's Syndicate 1991 using one of the following options:
 - a) In writing (letter or email) to the address shown below; or
 - b) By telephone to the telephone number shown below; or
 - c) Face to face (should you wish to speak to someone face to face, please telephone Lloyd's Syndicate 1991 at the number shown below and this will be arranged).

The Compliance Manager
Syndicate 1991
R&Q Managing Agency Limited
5th Floor,
Fountain House,
130 Fenchurch Street,
London, EC3M 5DJ.

Email: syndicate1991@rqih.com
Tel +44 (0)20 7 977 0876

Once your complaint is received Syndicate 1991 shall attempt to respond within 10 working days from the date of receipt but in any event no later than the response time stipulated by any instructions received from the relevant UK regulator.

In the event that you remain dissatisfied you can refer the matter to Lloyd's. Their address and contact details are as follows:

Policy Holder and Market Assistance
Lloyd's Market Services
One Lime Street
London EC3M 7HA

Email: complaints@lloyds.com
Tel: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225

Details of Lloyd's complaints procedures are set out in a leaflet "How We Will Handle Your Complaint" available at 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 have the right to refer your complaint to the Financial Ombudsman Service.

If you are seeking resolution as an individual acting for purposes outside their trade, business or profession, 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 £1m annual income or a trustee of a trust with net asset value of less than £1m. You may refer the matter to the following organisation:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Tel 0800 0234 567
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

STATUTORY STATUS DISCLOSURE

Syndicate 1991 at Lloyd's is managed by R&Q Managing Agency Limited. R&Q Managing Agency Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DATA PROTECTION ACT 1998

We have collected and may continue to collect certain information about individuals within or connected to your company and any subsidiaries ("data subjects") in the course of conducting our relationship with you. This information will be processed for the purpose of underwriting your insurance coverage, managing the policy, providing risk management advice and administering claims. We may pass the information to each other, our reinsurers, legal advisers, loss adjusters or agents for these and other purposes. This may involve its transfer to countries, which do not have data protection laws.

Some of the information we collect may be classified as 'sensitive' – that is, information about disciplinary proceedings, convictions, sentences or alleged criminal activities.

Data subjects have a right of access to, and correction of, information that we hold about them. If they would like to exercise either of these rights, they should contact the Data Protection Compliance Officer at:

Syndicate 1991
R&Q Managing Agency Limited
5th Floor,
Fountain House
130 Fenchurch Street
London
EC3M 5DJ

DEFENCE COSTS

The Underwriters will, subject to the Self-Insured Retention, also pay:

- A. All other costs and expenses incurred with the Underwriter's prior written consent in respect of any Event that may be the subject of indemnity under this Policy.
- B. Solicitor's fees incurred with the Underwriter's prior written consent for representation of the Insured at:
 - (i) any coroner's inquest or fatal accident inquiry in respect of any death; or
 - (ii) proceedings in any court of summary jurisdiction, arising out of any alleged breach of statutory duty resulting in Bodily Injury or loss of, or damage to, Property;

which may be the subject of indemnity under this Policy.

Payments stated in A and B above shall be payable in addition to the Limit of Indemnity, except where such payments are made in connection with legal proceedings that are or may be subject to the jurisdiction of the United States of America and/or Canada and/or their respective possessions or protectorates, where the Limit of Indemnity shall be inclusive of all payments.

GENERAL DEFINITIONS

1. **Insured** shall mean:

- (a) the party stated in The Schedule, hereinafter referred to as the Named Insured.
- (b) at the request of the Named Insured:
 - (i) any director, partner, or Employee of the Insured, while acting on behalf of, or in the course of his employment or engagement by, the Insured, in respect of liability for which the Insured would have been entitled to an indemnity under this Policy if the claim had been made against the Insured;
 - (ii) any officer, member, or Employee, of the Insured's canteen, social, sports, or welfare organisation, or fire, first aid, or ambulance services, in their respective capacities as such;
 - (iii) any director, partner, or senior official, of the Insured, in respect of private manual work, carried out by any Employee of the Insured for any such person, with the consent of the Insured;
 - (iv) any principal, in his capacity as such, for liability arising out of work performed for or on behalf of such principal by the Insured.
- (c) in the event of the death of the Insured; the personal representatives of the Insured in respect of liability incurred by the Insured.

2. **Business** is as described in The Schedule and shall also include:

- (a) the ownership, including repair, maintenance, or use, of premises;
- (b) the provision and management of canteen, social, sports, and welfare organisations, for the benefit of the Insured's Employees;
- (c) the provision and management of security, fire, first aid, and ambulance services;
- (d) private manual work, carried out with the consent of the Named Insured, for any director, partner, or senior official, of the Insured, by any Employee.

3. **Bodily Injury** shall mean death, injury, illness, or disease; and injury may also include nervous shock, mental anguish, and mental illness.
4. **Personal Injury** shall mean Bodily Injury, and related wrongful arrest, detention, imprisonment, or eviction, of any person, and wrongful accusation of shoplifting.
5. **Property** shall mean tangible property, except in Section 2 where it includes rights of light, air, and water but, for the avoidance of doubt, shall not include information (including electronically stored information), intellectual property, or intangible property rights of any kind, or any value therein.
6. **Employee** shall mean:
 - (a) any person under a contract of service or apprenticeship with the Insured;
 - (b) (i) any labour master or labour only sub-contractor or person supplied by any of them;
(ii) any self-employed person;
(iii) any person under a contract of service or apprenticeship with another employer, and who is hired to, or borrowed by, the Insured;
(iv) any person participating in any Government, or otherwise authorised work experience, training, study, exchange, or similar scheme;
(v) any voluntary persons;while engaged in work for the Insured in connection with the Business.
7. **Product** shall mean any goods (including packaging, containers, labelling, instructions, or advice, provided in connection therewith):
 - (a) sold, supplied, distributed, by or on behalf of, the Insured;
 - (b) erected, repaired, serviced, altered, treated, or installed, by the Insured;in the course of the Business, and which have left the care, custody, or control, of the Insured.
8. **Pollution Hazard** shall mean:
 - (a) actual, alleged, or threatened:
 - (i) ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to, Pollutants;
 - (ii) subsequent spread, migration, or movement of Pollutants following (i) above;
 - (b) the costs of cleaning up, containing, treating, detoxifying, neutralising, removing, monitoring of, or testing for, Pollutants and their effects, whether or not these are performed by the Insured or third parties.
9. **Pollutants** shall mean any solid, liquid, gaseous, or thermal irritants, smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste, or other substances or contaminants, moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); which actually or are alleged to adversely affect land, water, atmosphere, property, buildings, other structures, or people, animals, plants, and all other living organisms, or the general environment.
10. **Offshore** shall mean from the time of embarkation by an Employee onto a conveyance at the point of final departure, to either an offshore installation or vessel, until disembarkation by an Employee from a conveyance onto land upon return from either an offshore installation or vessel.
11. **Event** shall mean any one occurrence, or all occurrences of a series consequent upon, or attributable to, one originating cause.

12. **Limit of Indemnity** shall mean the total liability of the Underwriters for all amounts payable in accordance with the Indemnity Agreement, and shall not exceed the amount(s) stated in The Schedule.

13. **Self-Insured Retention** shall mean the amount stated in The Schedule, which shall be payable by the Insured for each claim or Event in respect of all damages, claimant's costs, and defence costs and expenses (including investigation costs other than the Underwriter's own salary and other internal costs), before the Underwriters shall be liable to make any payment under this Policy.

14. **System Failure** shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of the Insured) caused by:

- (i) the response of a Computer to any date or date change; or
- (ii) the failure of a Computer to respond to any date or date change; or
- (iii) any loss of, damage to, change or corruption in, data or software on a Computer or Computer system; or
- (iv) any Computer virus, or hacking into or degradation of, or breach of security in, or denial of access to, a Computer, Computer system, or Website.

Computer includes computer hardware, computer software, microchip, microprocessor, any electronic equipment, and any device that gives or receives electronic instructions or information.

15. **Terrorism** shall mean any action, threat of action, or attempt at action, by any individual(s) or group(s) of individuals or body or organisation(s), whether acting alone, on behalf of, or in concert with any other body, organisation, or government, where such action, threat, or attempt is designed to influence, intimidate, or coerce, any government or international governmental organisation or the population or any section of the population, or any community, and the action, threat, or attempt, is made for the purpose of advancing a political, religious, or ideological cause.

Terrorism includes but shall not be limited to:

- (i) the use of violence against any person;
- (ii) the causing of loss of, or damage to, Property;
- (iii) acts which endanger a person's life;
- (iv) acts involving the use of biological or chemical materials or weapons, or any nuclear device, nuclear material, or radioactive substance;
- (v) acts which create a risk to the health of an individual, the public, or any section of the public;
- (vi) acts designed or intended to interfere with, disrupt, or cause the malfunction of, any electronic or mechanical equipment.

SECTION 1 – EMPLOYERS' LIABILITY

This Section shall cover, in accordance with the Indemnity Agreement, Bodily Injury to any Employee arising out of and in the course of his employment or engagement by the Insured, and caused during the Period of Insurance:

- (a) in Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man, or, in connection with offshore installations, within the Continental Shelf around those countries;
- (b) whilst temporarily outside the countries named in (a), provided that such Employee is ordinarily resident in any of the aforesaid countries.

RIGHTS OF RECOVERY

The indemnity provided under this Section is deemed to be in accordance with such provision as any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man, may require but the Insured shall repay to the Underwriters all sums paid by the Underwriters, which the Underwriters would not have been liable to pay but for the provisions of such law.

UNSATISFIED COURT JUDGEMENT EXTENSION

In the event that a judgement for damages against a third party is, in the first instance, obtained:

- (a) from, or under the jurisdiction of, a court in Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man; and
- (b) by an Employee, or the personal representative(s) of an Employee; and
- (c) which is in respect of Bodily Injury, caused during the Period of Insurance and in the course of the Employee's employment or engagement by the Insured; and
- (d) which remains unsatisfied in whole or in part six months after the date of such judgement;

then, at the request of the Named Insured, the Underwriters will pay to the Employee, or the personal representative(s) of the Employee, the amount of any damages or awarded costs to the extent that they remain unsatisfied.

Provided that:

- (a) there is no appeal outstanding;
- (b) the Underwriters shall be entitled to take over, and prosecute for its own benefit, any claim against any other person, and the Insured, the Employee, or the personal representative(s) of the Employee, shall give all information and assistance required by the Underwriters.

EXCEPTIONS APPLICABLE TO SECTION 1 ONLY

The Underwriters shall not indemnify the Insured under this Section against liability:

1. in respect of which compulsory insurance or security is required to be arranged by the Insured 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. that arises from visits, or work, Offshore;
3. for sums in excess of the Sub-limit stated in The Schedule arising from Terrorism.

SECTION 2 – PUBLIC LIABILITY

This Section shall cover in accordance with the Indemnity Agreement:

- A. accidental Personal Injury to any person;
- B. accidental loss of, or damage to, Property;
- C. accidental obstruction, loss of amenities, trespass, nuisance, or interference with any right of way, light, air, or water;

occurring during the Period of Insurance anywhere within the Geographical Limits defined below.

Geographical Limits

Shall mean for the purposes of this Section:

- (a) Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man, or, in connection with offshore installations, within the Continental Shelf around those countries.
- (b) elsewhere in the World, excluding the United States of America and/or Canada and/or their respective possessions or protectorates, but only in connection with the Business carried on by the Insured at or from any premises situated in any of the countries specified in (a) above.
- (c) the United States of America and/or Canada and/or their respective possessions or protectorates arising out of temporary visits in connection with the Business by directors or non-manual Employees ordinarily resident in any of the countries specified in (a) above.

EXCEPTIONS APPLICABLE TO SECTION 2 ONLY

The Underwriters shall not indemnify the Insured under this Section against liability:

- 1. for loss of, or damage to, Property belonging to, or in the care, custody, or control, of the Insured other than:
 - (a) Employees' or visitors' personal effects;
 - (b) any premises (including contents), not being premises leased or rented to the Insured, which are temporarily occupied by the Insured for the purpose of carrying out work in or to such premises, but always excluding damage to Property being worked upon and arising out of such work.
- 2. arising from the ownership, possession, or use by or on behalf of the Insured or an employee of the Insured of:
 - (a) any mechanically propelled vehicle or attached trailer, whilst in use in circumstances where compulsory insurance or security is required by any road traffic legislation, but this exception shall not apply to liability caused by:
 - (i) The loading or unloading of any such vehicle or trailer, arising beyond the limits of any carriageway or thoroughfare;
 - (ii) Any self-propelled mechanical plant, or any machinery or apparatus attached to any other vehicle, whilst used as a tool of trade, other than in circumstances where such liability is governed by any road traffic legislation requiring compulsory insurance or security.
 - (b) Any aircraft or other aerial device, hovercraft, watercraft, or offshore installation but this exception shall not apply to liability caused by:
 - (i) Hand propelled watercraft or sailing craft not exceeding 8 metres in length; or

- (ii) watercraft not exceeding 25 metres in length, not owned by the Insured but used by the Insured for business entertainment purposes, with the exception of racing or trials;

provided always that the Insured is not entitled to an indemnity under any other policy.

- 3. arising from any Product, other than food or drink provided for consumption on the Insured's premises.

EXTENSIONS APPLICABLE TO SECTION 2 ONLY

1. Defective Premises Act

The indemnity provided under this Section shall extend to include liability attaching to the Insured by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in respect of the disposal of any premises which were occupied or owned by the Insured in connection with the Business.

Provided that the Underwriters shall not be liable for the cost of remedying any defect, or alleged defect, in such premises.

2. Damage to leased or rented premises

Notwithstanding Exception 1 to this Section the indemnity provided under this Section shall extend to include liability for accidental loss of, or damage to, premises (including fixtures or fittings) leased or hired by, or rented to, the Insured under a contract or agreement, but this extension shall not apply to liability:

- (a) assumed by the Insured under such contract or agreement, which would not have attached in the absence of such contract or agreement, unless agreed to in writing by the Underwriters;
- (b) for fire or any other peril against which such contract or agreement requires that insurance is effected;
- (c) arising out of breach of any term, condition, or warranty, under any other applicable insurance policy.

3. Contingent Non-Owned Motor Vehicle

Notwithstanding Exception 2 (a) to this Section the Underwriters will indemnify the Named Insured in respect of liability for Bodily Injury, or loss of, or damage to, Property, arising out of the use of any mechanically propelled vehicle or attached trailer, used in connection with the Business, which is not the property of or provided by the Named Insured or any subsidiary companies.

Provided always that the Underwriters shall not be liable for:

- (a) loss of, or damage to, any such mechanically propelled vehicle, attached trailer, or to Property contained therein or thereon;
- (b) Bodily Injury, loss of, or damage to, Property resulting while such vehicle is being:
 - (i) driven by the Named Insured;
 - (ii) driven with the consent of the Named Insured, or of its representative, by any person who, to the knowledge of the Named Insured or of such 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;
 - (iii) used in circumstances in which it is compulsory for the Named Insured to insure or provide security as a requirement of any road traffic legislation;
 - (iv) used outside Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man.

SECTION 3 – PRODUCTS LIABILITY

This section shall cover in accordance with the Indemnity Agreement:

- A. accidental Bodily Injury to any person;
- B. accidental loss of, or damage to, Property;

caused by any Product of the Insured during the Period of Insurance.

EXCEPTIONS APPLICABLE TO SECTION 3 ONLY

The Underwriters shall not indemnify the Insured under this Section against liability:

- (a) arising from any Product exported directly to the United States of America and/or Canada and/or their respective possessions or protectorates;
- (b) arising from any Product that is used on, or incorporated into or onto, any aircraft or aerial device, or is used to control the navigation or safety of any aircraft or aerial device.

GENERAL POLICY EXCEPTIONS

EXCEPTIONS APPLICABLE TO SECTIONS 2 AND 3 ONLY

The Underwriters shall not indemnify the Insured under Sections 2 and 3 against liability:

War and Terrorism

- 1. arising directly or indirectly in consequence of, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, sabotage, Terrorism, military or usurped power, confiscation or requisition by any competent authority, or nationalisation.

Employee

- 2. for Bodily Injury sustained by an Employee, which arises out of and/or in the course of his employment or engagement by the Insured.

Pollution

- 3. arising directly or indirectly from any Pollution Hazard arising:
 - (a) in the United States of America and/or Canada and/or their respective possessions or protectorates;
 - (b) elsewhere in the World, other than in those countries or territories referred to in (a) above, except where the Pollution Hazard results from a sudden, accidental, unexpected, and unintended, identifiable incident that takes place in its entirety at a specific identifiable time and place during the Period of Insurance.

The indemnity granted shall not extend to Events or claims, arising directly or indirectly from any Pollution Hazard, that involves moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi).

Contractual Liability

4. that is assumed by the Insured under a contract or agreement, and:
 - (a) arises under any penalty clause or in respect of fines or liquidated damages;
or
 - (b) arises out of the sole negligence of third parties;
or
 - (c) attaches by virtue of any waiver of subrogation rights against third parties;unless such liability would have attached to the Insured in the absence of the said contract or agreement.

Professional Services

5. arising out of any act, error, or omission, in the provision for a fee of any advice, design services, instructions, or specification, but this Exception shall not apply to first aid activities.

Recall

6. arising out of recalling, removing, repairing, replacing, reinstating, or the cost of, or reduction in value of, any Product, if such liability arises from any defect therein or the harmful nature or unsuitability thereof.

Fines Penalties and Punitive

7. for fines, penalties, punitive damages, or exemplary damages.

Advertising

8. arising out of any form of defamation or from malicious falsehood:
 - (a) made by, or at the direction of, the Insured, with knowledge of the falsity thereof, or
 - (b) related to advertising, publishing, broadcasting, or telecasting activities, conducted by or on behalf of the Insured.

Toxic Substances

9. arising directly or indirectly from the manufacture, supply, installation, storage, ownership, possession, handling, use, repair, removal, stripping, dismantling, or disposal, of asbestos, lead, formaldehyde, or polychlorinated biphenols, or other materials, which the Insured knows, or has reason to suspect, contains asbestos or lead or formaldehyde or polychlorinated biphenols.

System Failure

10. associated with, or caused by, a System Failure, if a System Failure forms an identifiable element in the chain of events from which the liability arises, whether or not it is the proximate cause of the liability.

Heat

11. arising out of the use of any heat or naked flame whilst being used away from the Insured's premises.

EXCEPTIONS APPLICABLE TO ALL SECTIONS

The Underwriters shall not indemnify the Insured under this Policy against liability:

Radiation

1. directly or indirectly caused by, or contributed to, by, or arising from:
 - (i) ionising radiations, or contamination by radioactivity, from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (ii) the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;but as far as concerns Bodily Injury to any Employee, which arises out of and in the course of his employment or engagement by the Insured, this exception shall apply only in respect of:
 - (i) liability of any principal;
 - (ii) liability assumed by the Insured by agreement, which would not have attached in the absence of such agreement.

Court Rules

2. arising from any order of a Court made in consequence of the Insured's failure to comply with any procedural requirements of, or directions imposed by, the Court.

Self-Insured Retention

3. for the sum stated as the Self-Insured Retention shown in The Schedule.

Sanction Limitation and Exclusion Clause

4. the Underwriters shall not provide cover, pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Underwriters 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.

GENERAL POLICY EXTENSIONS

1. Indemnity to Principal

The Underwriters hereby agrees to indemnify the Named Insured, to the extent that any contract or agreement entered into by the Named Insured with any principal so requires, where liability arises out of the performance or non-performance by the Insured of such contract or agreement.

Provided that:

- (i) the conduct and control of claims is vested in the Underwriters;
- (ii) the principal shall be subject to, and comply with, the Terms, Conditions, Exceptions, and Endorsements, of this Policy so far as they can apply, as though they were the Named Insured;
- (iii) the indemnity provided by Section 1 of this Policy shall only apply in respect of liability to any person who is an Employee of the Insured, and not to that of any principal.

The indemnity provided to any principal under this Extension shall not increase the liability of the Underwriters to pay any amount in respect of any one Event, or in the aggregate during any one Period of Insurance, as applicable, beyond the amount stated as the Limit of Indemnity.

2. Cross Liabilities

The Underwriters hereby agrees that, if the Insured comprises more than one party, the Underwriters will treat each party as though a separate policy had been issued to each of them; provided that the Underwriter's liability in respect of any one Event, or in the aggregate during any one Period of Insurance, as applicable, shall not exceed the Limit of Indemnity.

3. Health and Safety at Work Act 1974

The Underwriters hereby agrees to indemnify the Insured under any operative Section of this Policy against:

- (i) costs and expenses incurred with the written consent of the Underwriters;
- (ii) costs and expenses awarded against the Insured, or a director or Employee of the Insured;

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence occurring during the Period of Insurance under sections 2-8 of the Health and Safety at Work Act 1974, or the Construction (Design & Management) Regulations 2007, or equivalent safety legislation of Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man, and where the circumstances of the alleged offence may be the subject of indemnity under any operative Section of this Policy.

Provided always that the Underwriters shall not be liable:

- (i) for any fines or penalties imposed upon the Insured;
- (ii) for the Self-Insured Retention;
- (iii) where the prosecution results from a deliberate management decision, act, or omission

4 Consumer Protection Act 1987

The Underwriters hereby agrees to indemnify the Insured under Sections 2 and 3 of this Policy against:

- (i) costs and expenses incurred with the written consent of the Underwriters;
- (ii) costs and expenses awarded against the Insured;

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under Part II of the Consumer Protection Act 1987, which occurs during the Period of Insurance, and where the circumstances of the alleged offence may be the subject of indemnity under this Policy.

Provided always that the Underwriters shall not be liable:

- (i) for any fines or penalties imposed on the Insured;
- (ii) for the Self-Insured Retention;
- (iii) where the prosecution results from a deliberate management decision, act, or omission.

5. Food Safety Act 1990

The Underwriters hereby agrees to indemnify the Insured under Sections 2 and 3 of this Policy against:

- (i) costs and expenses incurred with the written consent of the Underwriters;
- (ii) costs and expenses awarded against the Insured;

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under Part II of the Food Safety Act 1990, which occurs during the Period of Insurance, and where the circumstances of the alleged offence may be the subject of indemnity under this Policy.

Provided always that the Underwriters shall not be liable:

- (i) for any fines or penalties imposed on the Insured;

(ii) for the Self-Insured Retention;

(iii) where the prosecution results from a deliberate management decision, act, or omission.

6. **Data Protection Act 1998**

The Underwriters will indemnify the Insured under all Sections of this Policy in respect of liability for claims arising under the Data Protection Act 1998, or any subsequent legislation amending, revising, or replacing such act, in respect of:

- (i) compensation payable for damage or distress under section 13 of Part II of the Act including claimant's costs and expenses;
- (ii) defence costs in relation to any prosecution or investigation brought under section 21 of Part III of the Act in relation to a claim made by an Employee.

Provided that:

- (a) the Insured has registered under the Act or commenced the process of registration and the Insured's application has not been refused or withdrawn.
- (b) the Underwriters shall not be liable in respect of:
 - (i) the payment of fines or penalties;
 - (ii) the Self-Insured Retention
 - (iii) the cost of replacing, reinstating, rectifying, or erasing, any data;
 - (iv) liability arising as a result of the provision by the Insured of the services of a computer bureau;
 - (v) liability arising from the recording or provision of data for reward or for determining the financial status of any person;
 - (vi) liability that arises as a result of a deliberate act or omission of the Insured, or persons acting on behalf of the Insured, and which will knowingly or could reasonably have been expected by the Insured, or those acting on the Insured's behalf, to result in a liability or the committing of an offence under the Act;
 - (vii) liability for which the Insured is entitled to an indemnity under any other insurance.

7. **Housing Grants Construction and Regeneration Act 1996**

The Underwriters shall not indemnify the Insured against:

- (i) liability that is determined and/or payment that is ordered by an adjudicator, consequent upon any adjudication as provided for by Section 108 of the Housing Grants Construction and Regeneration Act 1996 or either Part 1 of the Scheme for Construction Contracts (England and Wales) Regulations 1998 or Part 1 of the Scheme for Construction Contracts (Scotland) Regulations 1998;
- (ii) liability for claimant's or defence costs and expenses incurred in connection with any such adjudication;

unless such liability is one to which the Insured would otherwise be entitled to an indemnity under this Policy, and which is or becomes subject to a Dispute.

In such circumstances the following additional Conditions shall be applicable:

- (a) The Insured shall immediately give written notice to the Underwriters:
 - (i) as soon as the Insured is aware of any Dispute which may give rise to a claim under this Policy;

(ii) on receipt of any notice of an intention to refer a Dispute for adjudication.

Notification to the Underwriters shall be accompanied by full documentary particulars of the subject matter of the Dispute and, if applicable, the referral for adjudication.

- (b) The Underwriters shall be entitled, at its discretion, to take over and conduct, in the name of the Insured, the proposed adjudication and all matters relating thereto. The Insured shall immediately give to the Underwriters all information, documentation, and assistance, in relation to the Dispute and proposed adjudication that the Underwriters or its representatives may require.
- (c) The Insured shall not, without the prior written consent of Insurers, suggest, propose, or refer, for adjudication any Dispute that may give rise to a claim for indemnity under this Policy.
- (d) If the parties to a Dispute have agreed to accept the decision of the adjudicator as being finally determinative of the Dispute, any indemnity to the Insured under this Policy shall be limited to the liability that would have attached to the Insured in the absence of such agreement.

Conditions (a), (b), and (c) are conditions precedent to the Underwriter's liability to indemnify the Insured under this Extension.

Dispute shall mean a dispute (including any difference) arising under a construction contract as defined in Part II of the Housing Grants Construction and Regeneration Act 1996.

8. Court Attendance

The Underwriters hereby agrees that, in the event of any of the undermentioned persons attending Court as a witness at the request of the Underwriters, in connection with a claim in respect of which the Insured is entitled to indemnity under any operative Section of this Policy, the Underwriters will provide compensation to the Insured at the following rates for each day on which attendance is required:

- A) any director or partner of the Insured £500.00 per day
- B) any Employee £250.00 per day.

9. Manslaughter and Culpable Homicide

The Underwriters hereby agrees to indemnify the Insured under any operative Section of this Policy against:

- (i) costs and expenses incurred with the written consent of the Underwriters;
- (ii) costs and expenses awarded against the Insured, or a director or Employee of the Insured;

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence occurring during the Period of Insurance:

- (a) of manslaughter or culpable homicide; or
- (b) of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007

and where the circumstances of the alleged offence may be the subject of indemnity under any operative Section of this Policy.

Provided that the Underwriters shall not be liable:

- (i) for any fines or penalties imposed upon the Insured;
- (ii) for the Self-Insured Retention;

(iii) where the prosecution results from a deliberate management decision, act, or omission.

GENERAL POLICY CONDITIONS

Observance of Terms

1. The Insured shall fulfil all Terms, Conditions, and Endorsements, of this Policy in so far as they relate to anything to be done or complied with by the Insured.

The truth of the statements, answers, and information, supplied in connection with this Policy, shall be a condition precedent to any liability of the Underwriters to indemnify the Insured.

Claims Notification

2. It shall be a condition precedent to liability that the Insured shall:
 - (a) as soon as reasonably practicable give written notice to the Underwriters of any circumstance(s) that may give rise to a claim being made against the Insured, and for which there may be liability under this Policy;
 - (b) immediately give written notice to the Underwriters when a claim is actually made against the Insured (whether written or oral), and for which there may be liability under this Policy;
 - (c) advise the Underwriters in writing immediately the Insured has knowledge of any impending prosecution, inquest, or fatal accident inquiry, in connection with any circumstance(s) or claim(s) notified under (a) or (b).

New Portal Claims (Duties owed by the Insured)

For claims arising in England and Wales on or after the 31st July 2013 new processes apply for most low value Employers Liability and Public Liability claims whereby the claims will be handled through a web based portal on behalf of the Ministry of Justice.

Insured's are required to advise enquiring Claimants and/or Claimants' representatives of the identity of their Employers Liability Insurers or Public Liability Insurers who are on risk for the date of incident/accident.

In addition, there is a very strict and tight time constraint if an Insured receives a Claim Notification Form (CNF) direct from the Claimant's representatives. The requirement is that an acknowledgement (which must be by email) is immediately sent to the Claimant or Claimant's representatives by the next working day after receipt of the CNF. The acknowledgement must also confirm that the CNF has been passed to Woodgate & Clark (Underwriters third party administrators).

It is anticipated Claimant and/or Claimant's representatives may be able to identify Woodgate & Clark as the relevant Claims Administrators under the Portal Scheme and, if this is the case, they will send an electronic Claim Notification Form to Woodgate & Clark Portal Account when Woodgate & Clark will acknowledge the CNF and commence the process immediately.

However, the Claimant and/or Claimant's representatives are still required to send a "Defendant Only Claims Notification Form" to you for information purposes only. If the Notification is marked "Defendant Only CNF" you do not need to take any action other than to prepare all available documentation on the accident for Woodgate & Clark.

Once a claim has been acknowledged Woodgate & Clark will only have a limited number of days to investigate and determine whether liability should be accepted or denied. It is therefore vital that full co-operation and assistance is provided to Woodgate & Clark so that they can complete their investigation within the very tight time constraints. Furthermore, in the event that acceptance of the claim is made through the Portal then loss of earnings details must be provided within 20 days on Employers Liability claims. It is therefore vital that, when applicable, loss of earnings details are provided as soon as it has been agreed to make a settlement offer to the Claimant.

Please note your failure to report a claim or potential claim immediately, or to provide our appointed claims administrators (Woodgate & Clark) with full cooperation in the claims investigation process and provision of all requested documents within the timeframe specified by them could result in the support from this policy being withdrawn

Claims Co-operation

3. It shall be a condition precedent to liability that the Insured, as regards circumstances of which the Insured is aware may give rise to any claim(s) against the Insured, shall:
 - (a) provide the Underwriters with such particulars and information as the Underwriters may require, immediately on request;
 - (b) forward to the Underwriters any communication, court process or documentation, or any other documents received relating to such circumstance(s) or claim(s) immediately on receipt;
 - (c) give to the Underwriters all information and assistance required as soon as practicable, and, where the Underwriters has conduct of proceedings, within such time limits as are specified by the Underwriter's legal representatives;
 - (d) make no admission of liability, payment, offer or promise of payment, or indemnity, or waiver of subrogation, without the written consent of the Underwriters.

Claims Control

4. The Underwriters shall be entitled, at its own discretion, to take over and conduct in the name of the Insured the defence or settlement of any claim, and prosecute at its own expense, and for its own benefit, any claims for indemnity or damages against any other persons.

Fraud

5. The right to an indemnity under this Policy shall be forfeited if a claim is fraudulent in any respect.

Self-Insured Retention

6. The Self-Insured Retention shall be subject to the following provisions:
 - (a) Where the Underwriters have incurred expenditure in the defence and/or settlement of any claim the Self-Insured Retention shall be payable in whole or in part:
 - (i) at any stage when in respect of a Claim or Event sums have been paid in respect of damages, claimant's and/or defence costs, and loss adjusting expenses; or
 - (ii) at the settlement or closure of any claim; or
 - (iii) where at its own discretion the Underwriters so requires.
 - (b) The Underwriters may at its own discretion, or where it is statutorily obliged to do so, pay sums falling within the Self-Insured Retention to effect a settlement of any claim or potential claim, and, upon notification that such a payment has been made, the Insured shall immediately reimburse the Underwriters for the payment.
 - (c) The terms of this Policy, including without limitation those governing the Underwriter's rights in relation to the conduct and defence of claims and the Insured's duties in the event of a claim, shall not be affected or modified in any way by the existence or application of the Self-Insured Retention.

Discharge of Liability

7. The Underwriters may at any time, at its own discretion, pay to the Insured the Limit of Indemnity under this Policy, or any lesser sums for which any claim(s) can be settled, and the Underwriters, after the deduction of any sum(s) already paid in connection with such claim(s), shall not be under further liability, except for the payment of defence costs and expenses already agreed and incurred.

Provided that in the event of any claim(s) or series of claims resulting in a liability of the Insured to pay in excess of the Limit of Indemnity, the Underwriter's liability by virtue of a judgement or settlement for such costs and expenses, shall not exceed an amount being in the same proportion as the Limit of Indemnity bears to the total payment made by or on behalf of the Insured in settlement of the claim(s).

Reasonable Precautions

8. The Insured shall at their own expense take all reasonable care to prevent accidents and maintain their premises, plant, vehicles, and anything else used in connection with the Business, in proper repair.

The Insured shall make good or remedy any defect and danger which becomes apparent, or take such additional precautions as the circumstance may require.

Alteration of Risk

9. The Insured shall give the Underwriters immediate written notice of any alteration which materially affects the risk insured, and the Underwriters shall not be under any obligation to indemnify the Insured in respect of any claim(s):

- (i) until the Underwriters have agreed in writing to accept the altered risk; and
- (ii) the Insured has paid or agreed to pay any additional premium required by the Underwriters.

Non-Disclosure

10. This Policy shall be voidable by the Underwriters in the event of any misrepresentation, misdescription, or non-disclosure of any material fact, by or on behalf of the Insured.

Operation of the Policy

11. This Policy and its terms, including The Schedule, Definitions, Sections, Extensions, Exceptions, Conditions, and Endorsements, shall be read together as one contract. Any word or expression to which a specific meaning has been attached in any part of this Policy shall bear that meaning wherever it may appear.

Headings in this Policy are included for convenience only and do not affect the construction of it.

Other Insurances

12. If at the time of any claim(s) there is, or, but for the existence of this Policy would be, any other policy of indemnity or insurance in favour of, or effected by or on behalf of, the Insured, applicable to such claim(s), the Underwriters shall not be liable under this Policy to indemnify the Insured in respect of such claim(s), except in respect of any amount in excess of that which would be payable under such policy of indemnity or insurance had this Policy not been effected, subject always to the Limit of Indemnity.

Adjustments

13. Where the premium is calculated on the statements and estimates furnished by the Insured, it is a requirement that the Insured shall:

- (a) keep an accurate record of all relevant particulars and at any reasonable time allow the Underwriters to inspect such record;
- (b) within one month of the expiry of each Period of Insurance furnish to the Underwriters such information as the Underwriters requires for such expired period and the premium for such period shall thereupon be adjusted by the Underwriters and the difference be paid by, or allowed to, the Insured as the case may be subject to any agreed minimum premium.

Cancellation

14. The Underwriters may cancel this Policy by giving thirty days' notice by registered letter to the Insured at their last known address, or that of their agent or intermediary. In such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired portion of the Period of Insurance, less any sums due from the Insured to the Underwriters; provided always that no claim(s) or circumstance(s) have been notified to the Underwriters.

In the event that any claims or circumstances have been advised to the Underwriters, then the Underwriters reserves the right to withhold such return premium until such claims or circumstances are settled or a release from liability is received from the Insured.

If the sum total of all claims paid exceeds the calculated pro rata time on risk charge, the Underwriters reserves the right to deduct the amount of the excess from the return premium which would have been allowable.

Law

15. This Policy is subject to the law of England and Wales.

Alternative Dispute Resolution

16. If any dispute arises in relation to this Policy it shall be resolved as follows:

- (i) unless the dispute falls within the provisions of Condition 16 (ii) the parties will initially try to settle it by mediation in accordance with the Centre for Dispute Resolution Model Mediation Procedure.

To start mediation a party must serve on the other party an Alternative Dispute Resolution notice (ADR).

No later than 28 days after service of the ADR notice the parties shall start the mediation.

If the dispute cannot be resolved by mediation, the dispute shall be referred to arbitration in London by a tribunal of three arbitrators, under the provisions (both mandatory and non-mandatory) of the Arbitration Act 1996.

- (ii) in relation to any dispute about the payment and recovery of any premium, additional premium, and/or the Self-Insured Retention (including whether any such sums are due under the terms of this Policy):
- (a) the Underwriters may commence proceedings at its own discretion in any competent court in England and Wales or in the jurisdiction where the Insured is domiciled; and
 - (b) the Insured agrees to submit irrevocably to such jurisdiction as set out above, and to waive any objection to it on any ground.

Offset of Premium

17. The Underwriters shall be entitled, at its own discretion, to deduct from sums due to be paid in respect of claims admitted by the Underwriters under Sections 2 and 3 of this Policy, any sums owed to the Underwriters by the Insured in respect of Premium(s) due under this Policy.

Contracts (Rights of Third Parties) Act 1999

18. A person who is not party to this Policy has no rights under the Contracts (Rights of Third Parties) Act 1999, or any subsequent legislation amending or replacing such Act, to enforce any term of this Policy but this shall not affect any right or remedy available to a third party, which exists or is available separately from that Act.