



中国太平
CHINA TAIPING



Combined Liability Insurance Policy

**Underwritten by
CHINA TAIPING INSURANCE (UK) CO LTD**

INTRODUCTION

Thank you for choosing China Taiping Insurance (UK) Company Limited.

You are in good hands.

We are committed to delivering an excellent and sincere customer service so **we** can give **you** the peace of mind **you** deserve.

China Taiping Insurance (UK) Company Limited received its trading license in 1983 and commenced underwriting business on 1 October 1985 so **we** have over 30 years of experience in the UK market. **Our** parent company, China Taiping Insurance Company Limited, is a Chinese state-owned insurance company headquartered in Hong Kong.

We are authorised by the Prudential Regulation Authority (PRA) and Regulated by the Financial Conduct Authority (FCA) and Prudential Regulation Authority (PRA) in the UK to underwrite general insurance and reinsurance policies. Financial Services Register number: 202690.

We strictly adhere to the principals of prudent business underwriting and **we** transact business with the concept of 'Diligent Management and Sincere Service' in mind.

We have expert technical underwriters that fully understand **your** trade and **your** challenges as a business owner so **we** are confident that **we** can protect **your** business against the insured risks and give **you** the peace of mind **you** need.

We also have an excellent professionally trained in-house claims team who understand **your** needs and will diligently and sincerely listen to **you** so as to provide **you** with the best solutions to get **your** business back on track as soon as possible after a loss.

If **you** would like to find out more about **us**, please visit **our** website at: www.uk.cntaiping.com



Xiaodong Yu

Chief Executive

China Taiping Insurance (UK) Company Ltd

(Registered in England and Wales – Company Registration no: 1766035)

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YOUR POLICY AND INSURING CLAUSE

YOUR POLICY

This is **your** Liability Combined Policy and confirms the insurance cover agreed between **you** (the Insured) and **us** (the Company).

Your policy comprises the proposal or similar application form when applying for the insurance, this **policy** wording and the **policy schedule** and **endorsements** applicable; and must be read together as one document.

Please examine this **policy** carefully to ensure **you** understand its terms and conditions and it provides the cover **you** require. Immediate notification should be made if **you** think there are amendments to be made or new circumstances arise that would affect **your** insurance as stated in General Condition 5 – Duty of Fair Representation.

Should **you** have any query please contact **your** insurance adviser or China Taiping Insurance (UK) Co Ltd

INSURING CLAUSE

In consideration of **you** having paid, or agreed to pay, the premium required, **we** will indemnify **you**, in accordance with the cover detailed in those Sections shown as operative in the **schedule**, and occurring in connection with the **business** during the **period of insurance**, or any subsequent period for which **we** agree to accept payment of the premium. Each section of the **policy**, the **schedule** and any **endorsements**, together with the General Definitions, Conditions, Exclusions and Extensions shall be read as one document.



Xiaodong Yu
Chief Executive

Signed on behalf of China Taiping Insurance (UK) Co Ltd
Registered Office: 2, Finch Lane, London EC3V 3NA
Authorised by the Prudential Regulation Authority and
Regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Financial Services Register number: 202690

CUSTOMER INFORMATION

COMPLAINTS PROCEDURE

We make every effort to deliver a high-quality service to **our** policyholders. If **you** have a complaint about **our** service, or about a claim, **we** operate a swift and effective complaints handling procedure.

1. **Your** complaint can be made orally or in writing, and on **your** behalf by a third party.
2. If **you** wish to make a complaint **you** should contact:
The Compliance Officer
China Taiping Insurance (UK) Company Limited,
2 Finch Lane, London EC3V 3NA.
Tele: 0207 839 1888 or Fax 0207 621 1202
e-mail: compliance@uk.cntaiping.com
3. **Our** Compliance Officer will acknowledge the complaint. **We** aim to resolve **your** concerns in 3 working days but if we are unable to do so we will confirm to **you** that we have received your complaint within 5 working days and advise **you** of the person who will be dealing with the complaint, and when **you** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.
4. If **your** complaint should be more appropriately dealt with by another firm, **we** will ensure it is referred to them as soon as practicable and certainly no later than 5 business days of becoming satisfied that another firm is or may be responsible for the matters complained of. **We** will make this referral to the other firm in writing and advise **you** by way of a final response that the referral has been made and include the other firm's contact details.
5. **Your** complaint will be thoroughly investigated and **we** will respond to it as soon as possible. Within 8 weeks **we** will provide a final response to **your** complaint in writing or, if it is not possible to respond within that time, **we** will inform **you** in writing within 20 business days, why **we** have been unable to resolve the complaint within that time, why **we** need more time to do so and when **you** can expect to receive **our** final response.
6. If **we** have not completed **our** investigation, within 8 weeks after the complaint was made, **we** will write to **you** and explain why there is a further delay. **We** will also confirm when **we** expect to issue our final response and advise **you** that **you** may be eligible to refer the complaint to the Financial Ombudsman Service, if **you** are dissatisfied with the delay. Their address is:
Financial Ombudsman Service Exchange Tower
Harbour Exchange Square
London, E14 9SR
Tel: 0800 023 4 567 from Landlines or 0300 123 9 123 from Mobile phones
(If you are calling from outside of United Kingdom: 0044 20 7964 0500)
Fax: 020 7964 1001
e-mail: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk
7. Where **you** are eligible to refer **your** complaint to the Financial Ombudsman Service **you** have this right to do so Free of Charge, but **you** must do so within 6 months of the date of **our** Final Response. If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme should **we** be unable to meet **our** obligations under this contract. Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim.

Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme, contactable via:

FSCS, 10th floor, Beaufort
House,15, St Botolph
Street,
London EC3A 7QU
Telephone: 0800 678 1100 or 0207 741 4100
Website: www.fscs.org.uk

YOUR RIGHT TO CANCEL

You have the right to cancel this insurance **policy** within 14 days of receiving the **policy** documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that **you** will have received the **policy** document upon the day following the date it was posted to **you** by first class post.

If **you** do cancel this insurance within the initial 14-day period, then no cover will have been in place from the date of inception, as specified in the **schedule**, and no liability whatsoever shall attach to the **company** in respect of the **policy**.

If **you** do not exercise **your** right of cancellation within the initial 14-day period, this insurance **policy** will automatically come into force from the inception date specified in the **schedule**. **You** will remain liable to pay the full annual premium.

Following the expiry of the initial 14-day period, this insurance **policy** may be cancelled at any time at **your** written request. Provided that there have not been any claims paid, reported or outstanding, **we** will refund a pro rata proportion of the annual premium payable, less an appropriate administration charge. Should a claim, or potential claim have been paid, reported or be outstanding, then there may not be any return or premium.

To exercise **your** right to cancel, contact the broker who arranged this cover for **you**.

The Law that Governs this Policy and Jurisdiction

The parties to this contract are free to choose the law applicable to the contract. Unless specifically agreed to the contrary, this insurance **policy** shall be subject to the law governing England and Wales.

The indemnity provided by this **policy** shall apply only to judgements against **you** in the Courts of Law of England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands; and not to judgements obtained elsewhere, nor to Judgements or orders obtained in the said courts for enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

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

The Law that Governs the interpretation of this Policy

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

This **policy** should be read carefully and if it is incorrect, return it immediately to **your** insurance advisor for alteration.

This **policy** should be kept in a safe place – **you** may need to refer to it if **you** have to make a claim. It is recommended that **you** retain details of **your** Employers Liability insurance /certificates for at least 60 years.

GENERAL DEFINITIONS AND INTERPRETATIONS

Any word or phrase specified hereunder to which a meaning is given has the same meaning wherever it appears in this **policy** or any **schedule endorsement** or notice attached or issued by **us** unless specifically amended by any documentation issued by **us**. For ease of interpretation such words are printed in bold font. In the **policy schedule** these words will have a capital initial letter only.

Words importing any gender shall include all genders, and words or phrases expressed in the singular context shall also mean the plural and vice versa.

Act of Terrorism

means an act, including but not limited to the use of force or violence and/or the threat of thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Business

means the **business** of the **insured** as described in the **policy schedule** including:

- (1) the ownership (including maintenance) of buildings specifically insured by this **policy**
- (2) the provision and management of canteen social sports and welfare facilities for **your employees**
- (3) first aid fire and ambulance services
- (4) private work carried out with **your** consent for **you** or any of **your** directors' partners or other senior officials of **your business** by any of **your employees** within the **geographical limits**

Company/our/we/us

means China Taiping Insurance (UK) Co Limited

Computer Systems

means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output **data** storage device networking equipment or back up facility owned operated by or held in trust by **you**.

Costs and Expenses

means

- (1) all costs and expenses recoverable by any claimant from **you**
- (2) the costs and expenses incurred with the written consent of the **company** for:
 - (a) representation at any Coroner's Inquest or Inquiry in respect of any death
 - (b) the defence of proceedings in any court brought against **you** in respect of breach or alleged breach of statutory duty resulting in **injury**
 - (c) representation at any Coroner's Inquest or Inquiry in respect of any death
 - (d) the defence of proceedings in any court brought against **you** in respect of breach or alleged breach of statutory duty resulting in **injury**
- (3) all other costs and expenses of litigation incurred with the written consent of the **company** relating to an occurrence which may give rise to indemnity

Damage

means loss destruction or damage

Data

means information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a **computer system**.

Defined Perils

means fire; lightning; explosion; aircraft, or other aerial devices or articles falling from them; riot, civil commotion, strikers or locked-out workers or persons taking part in labour disturbances; earthquake; storm; flood; escape of water from any tank apparatus or pipe; impact by any mechanically propelled vehicle or rail rolling stock or animal;

Employee

means

- (1) any person under a contract of service or apprenticeship with **you**
- (2) any person hired or borrowed by **you** in the course of their contract of service or apprenticeship with another employer
- (3) any person under a government or other authorised work experience or youth training or similar scheme
- (4) any self-employed person
- (5) any labour master or labour only sub-contractor or person supplied by any of them whilst engaged in working for the **insured** in connection with the **business**
- (6) any voluntary worker

Endorsement

means any additional terms relating to the insurance provided by this **policy** which are:

- (1) not within the **policy** but attached to any **schedule** issued by the **company** or
- (2) within the **policy** and integral to this insurance, or stated in the **policy schedule** as applying to this **policy**

Excess

means amount stated herein, or shown in the **schedule** to any **section** of this **policy** being the amount of each and every claim which is not covered and for which **you** are considered to be **your** own insurer

Geographical Limits

means United Kingdom

Injury

means death bodily injury illness disease or shock

Insured/You/Your

means person and/or company named in the **policy schedule**.

Insured Person

means any of the **insured's** principals, directors, partners or **employees**.

Limit of Indemnity

means the maximum amount, which **we** will pay in respect of any one claim, or series of claims arising out of one cause.

Period of Insurance

means the dates stated in the **schedule** during which the insurance provided by this **policy** commences and ends, and any subsequent period for which premium payment is made by **you** and is accepted by the **company**

Policy

means the **policy** wording together with all **schedules, endorsements** and notices attached or issued by the **company**

Pollution

means

- (1) pollution or contamination by naturally occurring or man-made substances forces or organisms or any combination of them whether permanent or transitory and however occurring and
- (2) all **damage** or **injury** directly or indirectly caused by such **pollution** or contamination

Premises

means address(es) as stated in the **schedule** which **you** own or occupy for the purposes of the **business**, or for which **you** are legally responsible and to which the insurance provided by this **policy** applies; except as otherwise endorsed;

Products

means any commodity or article (including containers labelling instructions or advice provided in connection therewith) manufactured sold supplied repaired serviced tested financed constructed installed or processed by or on behalf of the **insured** from or within the **geographical limits** in connection with the **business**

Schedule

means part of this **policy** that sets out which **sections** are operative, and details the items insured, or liabilities, for which cover is provided. The most recent version issued to **you** by the **company**, is the one that details the insurance currently provided.

Section

means a part of this **policy** that provides a component of the insurance. The cover available under this **policy** is provided by these different components, each of which is at the **insured's** option; and therefore, only those **sections** for which a **sum insured** or **limit of indemnity** are shown in the **schedule** are operative.

Statement of fact

means an application, proposal form or declaration made by **you** to **us** that provides full details of the risks to be insured, and of any other and previous insurance history, or other related circumstances or information, that pertains to this contract.

GENERAL EXCLUSIONS

(1) GENERAL

The following Exclusions apply to all **sections** of this **policy** except **section 3 – Employers' Liability**

This **policy** does not cover any loss destruction damage consequential loss or liability directly or indirectly caused by or contributed to by or arising from

(a) **Radioactive Contamination**

- (i) ionising radiations from 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 or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

(b) **Pressure Waves**

pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

(c) **Pollution**

as defined in the General Definitions and Interpretations other than **pollution** resulting in **damage** to property insured by this **policy** or interruption of or interference with the **business** not otherwise excluded caused by one of the **defined perils**

(2) COMMUNICABLE DISEASE EXCLUSION

Notwithstanding any provision to the contrary this **policy** excludes any actual or alleged **damage**, legal liability, **injury**, costs and expenses - including but not limited to any cost to clean up, detoxify, remove, monitor or test - and any other sum of any nature whatsoever directly or indirectly caused by, contributed to by, resulting from, originated by, attributable to or occurring concurrently with a **communicable disease** or the fear or threat (whether actual or perceived) thereof.

The presence of a person or persons at the **premises** that is/are possibly or actually infected with a **communicable disease** shall not constitute **damage**, whether physical or otherwise, or give rise to **your** legal liability or any costs of expenses in any way.

For the purpose of this Exclusion, a **communicable disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) 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
- (b) the method of transmission includes but is not limited to airborne transmission bodily fluid transmission from or to any surface or object solid liquid or gas or between organisms and
- (c) the disease substance or agent can cause or threaten damage injury or illness to human health or human welfare or can cause or threaten damage to deterioration of loss of value of marketability of or loss of use of **property**

Provided that:

- (a) where **we** are alleging that this exclusion applies then the burden in proving to the contrary lies with **you**;
- (b) this exclusion applies to all sections of this **policy** except those (where available and insured) noted below:
 - (i) Section 3 Employers' Liability; but any circumstance where compulsory insurance of liability to any **employee** is required by statute but the **limit of indemnity** shall be reduced to the minimum amount as required by law.

(3) CYBER LIABILITY

This **policy** excludes any **damage** consequential loss liability claim cost expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with:

- (a) a **cyber loss**
- (b) any loss of use reduction in functionality erasure corruption alteration repair replacement restoration research engineering or reproduction of any **data** including any amount pertaining to the value of such **data** regardless of any other cause or event contributing concurrently to or in any sequence to.

Provided that this exclusion applies to all sections of this **policy** except (where available and insured) Section 3 – Employers Liability.

Notwithstanding (a) and (b) above, this **policy** covers the cost to repair or replace a **computer system** including any consequential loss following **damage** insured under this **policy** directly occasioned by or resulting from fire, explosion, lightning, theft or attempted theft, escape of water, accidental damage, vehicle or aircraft impact, earthquake, falling objects, windstorm, flood and hail.

For the purpose of this Exclusion:

Cyber loss means any **cyber act** or **cyber incident** including but not limited to any action taken in controlling preventing suppressing or remediating any **cyber act** or **cyber incident**

Cyber act means:

- (a) one or a series of unauthorised malicious or criminal acts or instructions regardless of time and place or the threat or hoax thereof involving access to processing of transmission of use of or operation of any **data** and/or **computer system**
- (b) the transmission or impact of any virus, meaning a corrupting instruction that propagates itself via a **computer system** or network

Cyber incident means:

any misuse, error or omission or series of related errors or omissions involving:

- (a) access to processing of use of or operation or availability of any **data** and/or **computer system** or any reductions in the functionality of or partial or total unavailability or failure or series of related partial or total unavailability or failures to access process use or operate any **computer system**
- (b) any use of electronic networks including but not limited to the internet and private networks intranets extranets electronic mail worldwide web social media and similar medium carried out by **you** or by any person, partnership firm or company acting for **you** or on **your** behalf

(4) WAR AND ACT OF TERRORISM

This **policy** does not cover any claim hereunder of whatsoever nature directly or indirectly occasioned by or happening through or in consequence of

- (a) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution 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 **act of terrorism** or any action taken in controlling preventing suppressing or in any way relating to any of the above
- (b) riot civil commotion and (except in respect of **damage** by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons in Northern Ireland

In any action suit or other proceedings where the **company** allege that by reason of **policy** Definition **act of terrorism** any claim hereunder is not covered by this **policy** the burden of proving that such claim hereunder is covered shall be upon **you**

This Exclusion shall apply to all **sections** of this **policy** other than Section 3 – Employers Liability 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** and Section 1 – Public Liability and Section 2 – Products Liability provided that the maximum **limit of indemnity** for any one claim or series of claims arising from one source or original cause under each Section shall not exceed £5,000,000.

(5) DATE RECOGNITION FAILURE

This **policy** does not cover

- (a) **damage**
- (b) interruption of or interference with the **business**
- (c) legal liability other than Employers' Liability
- (d) **costs and expenses** other than in connection with Employers' Liability
- (e) Legal Expenses

directly or indirectly caused by or consisting of or arising from the failure of any **computer systems** whether the property of the **insured** or not

- (a) correctly to recognise any date as its true calendar date
- (b) correctly to capture save retain and/or correctly to manipulate interpret or process any **data** or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (c) correctly to capture save retain or process any **data** as a result of the operation of any command which causes the loss of **data** or the inability correctly to capture save retain or process such **data**

GENERAL CONDITIONS

The following Conditions apply to all **sections** of this **policy** and the **insured** must comply with them or this **policy** may not be in force

(1) ARBITRATION

If the **company** accepts liability for a claim under this **policy** but there is a dispute in respect of the amount to be paid the dispute will be referred to an arbitrator appointed in accordance with the relevant law in force at the time

In these circumstances the arbitrator's award must be made before there is any right of action against the **company**

(2) CANCELLATION

The **company** may cancel this **policy** by sending 30 days' notice by recorded delivery letter to **you** at **your** last known address, unless **our** reason for cancellation is deliberate or reckless misrepresentation on **your** part. If **we** cancel because of deliberate or reckless misrepresentation, then **your policy** will be cancelled with immediate effect.

Otherwise, notice will be deemed to be on the date of delivery if the notice is delivered by hand, or 2 working days after posting if notice is sent by post or courier.

If **we** cancel **your policy** and **you** have not made a claim, **you** will be entitled to a refund of premium for any unexpired **period of insurance** for which **you** have paid. However, if **we** cancel **your policy** because of deliberate or reckless misrepresentation, then **we** will not refund any premium.

Where a claim has been made during the current **period of insurance** the full annual premium will still be payable despite cancellation of cover and **we** reserve the right to deduct this from any claim payment

(3) CONDITIONS PRECEDENT TO LIABILITY

We shall not be liable for any claim where **you** haven't complied with any part of any condition to which payment of a claim is subject (a condition precedent) to except for when the concerned condition: -

- (a) relates to a particular **premise** only, **we** will pay for a claim arising out of an event occurring at **premises** which are not specified in any condition precedent to liability;
- (b) relates to a particular time only, **we** will pay for a claim arising out of an event if **you** can prove, on the balance of probabilities, that **your** non-compliance with such condition precedent to liability did not cause or contribute to the loss, **damage** or **injury** occurred in the circumstances in which it occurred;
- (c) relates and aims at reducing particular types of injury, liability, losses or **damage** only, **we** will pay for a claim arising out of an event if **you** can prove, on the balance of probabilities,

that **your** non-compliance with such condition precedent to liability did not cause or contribute to the loss, **damage** or **injury** in the circumstances in which it occurred;

(4) CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person or company who was not 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 Condition does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act 1999

(5) DUTY OF FAIR REPRESENTATION

The **insured** must make a fair representation of the risk to the **company** at inception, renewal and variation of the **policy**.

- (a) In the absence of such fair representation, the **company** may avoid the **policy** and refuse to pay any claims where any failure to make a fair representation is:
 - (i) deliberate or reckless; or
 - (ii) of such other nature that, if the **insured** had made a fair representation, the **company** not have underwritten the risk

We will return the premium paid by **you** unless the failure to make a fair representation is deliberate or reckless;

- (b) If the **company** would have issued the **policy** on different terms had the **insured** made a fair representation, the **company** will not avoid the **policy** (except where the failure is deliberate or reckless) but the **company** may instead: -
 - (i) reduce proportionately the amount paid or payable on any claim, the proportion for which the **company** is liable being calculated by comparing the premium actually charged as a percentage of the premium which the **company** would have charged had the **insured** made a fair representation; and/or
 - (ii) treat the **policy** as if it had included such additional terms (other than those requiring payment of premium) as the **company** would have imposed had the **insured** made a fair representation

For the purposes of this condition references to:

- (a) avoiding a **policy** means treating the **policy** as if it had not existed from the inception date (where the failure to make a fair representation of the risk occurs before or at the inception of the **policy**), the renewal date (where the failure occurs at renewal of the **policy**), or the variation date (where the failure occurs when the **policy** is varied);
- (b) refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- (c) issuing a **policy** should be treated as references to issuing the **policy** at inception, renew or varying the **policy** as the context requires.

(6) EMPLOYERS LIABILITY TRACING OFFICE

By entering into this insurance **policy**, **you** will be deemed to specifically consent to use of **your** insurance **policy** data in the following way and for the following purposes.

- (a) Certain information relating to **your** insurance **policy** including without limitation
 - (i) the **policy** number;
 - (ii) employers' names and addresses (including subsidiaries and any relevant changes of name)
 - (iii) dates of cover
 - (iv) employers' reference numbers provided by Her Majesty's Revenue and Customs; and
 - (v) Companies House reference numbers (if relevant) will be provided to the Employers Liability Tracing Office (ELTO) and added to the electronic database.
- (b) This information will be made available by the **company** to ELTO in a specified and readily accessible form as required by the Employers Liability Insurance Disclosure by Company Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.
- (c) The data base will assist individual customer claimants who have suffered an employment related injury or disease arising out of the course of their 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 (claimants).
 - (i) to identify which company provided employers' liability cover during the relevant periods of employment; and
 - (ii) to identify the relevant employers' liability insurance policies.

(7) FRAUDULENT CLAIMS

If **you** or anyone acting on **your** behalf makes any false, deliberately caused, exaggerated or fraudulent claim or makes use of false or fraudulent documents, statements to support a claim (regardless of whether or not the claim itself is genuine), **we** will: -

- (a) refuse to pay the whole of the claim; and
- (b) recover from **you** any sums that **we** already paid in respect of the claim.

We may also notify **you** that **we** will be treating the **policy** as having terminated with effect from the date of the earliest of any of the acts set out above and **you** will not be entitled to any refund of premium.

(8) GENERAL DATA PROTECTION REGULATION

It is agreed by the **insured** that any information provided to the **company** regarding the **insured** for the purpose of accepting insurance and handling any claims may if necessary be divulged to third parties provided that it will be processed by the **company** in compliance with the provisions of the General Data Protection Regulation.

(9) INSTALMENTS

If the premium for this **policy** is payable by instalments it is a condition precedent to the **company's** liability that each instalment shall be paid when due otherwise all benefit under this **policy** shall be forfeited from the date when such instalment was due

(10) MATERIAL ALTERATION

You must notify the **company** as soon as possible if there is any alteration in **your** ownership in or to the **business** at the **premises** including but not limited to: -

- (a) **your business** being wound up or carried on by a liquidator or receiver;
- (b) changes in the facts as set out in the **statement of facts** and declared to **us** at inception, renewal or variation of the **policy**, which materially increases the risk of **injury** or **damage**
- (c) where **your** interest in the **property** as described in the **schedule** ceases other than by death;
- (d) in respect of subsidence if applicable, where any construction, demolition or excavation work is being carried out on adjoining sites.

Upon notification to **us** of such alteration, **we** may at **our** discretion: -

- (a) continue cover on the same terms;
- (b) impose additional terms or restrict cover where relevant;
- (c) alter the premium;
- (d) cancel this **policy**

If **you** fail to notify **us** of any such alteration, **we** may: -

- (a) treat this **policy** as if it had included such terms (other than relating to premium) that **we** would have applied had **we** known about the alteration from the date of such alteration in risk;
- (b) treat this **policy** as terminated from the date of such alteration had **we** cancelled this **policy** if **we** had known of the alteration and **we** will also return a proportionate amount of premium for the unexpired **period of insurance**;
- (c) reduce proportionally the settlement on any claim, the proportion for which is derived by comparing the premium **we** would have charged had **we** known about such alteration with the premium **we** actually charged.

(11) OTHER INSURANCE

If at the time of any **injury** or **damage** there be any other insurance

- (a) covering the whole or part of such **injury** or **damage** whether effected by the **insured** or not then the **company** shall not be liable to pay or contribute more than their rateable proportion of the total payment made for such **injury** or **damage**
- (b) on any of the **property** insured herein either alone or together with any other **property** which shall be subject to the condition of Average or is limited in respect of the value of any article or the total amount is divided in respect of said **property** then this **policy** may at the option of the **company** be held to contain the same condition of Average limit of value and division of amount pro rata
- (c) which more specifically insures **property** insured herein this **policy** will not apply except in respect of any amount over and above that recoverable under such more specific insurance

This Condition does not apply to any personal accident benefit provided under this **policy** in respect of death or injury to any **insured person**

(12) PRECAUTIONS

You must

- (a) exercise reasonable care in the selection and supervision of **your employees**
- (b) take all reasonable steps to comply with all statutory and other obligations and regulations imposed by any authority

(13) PREMIUM ADJUSTMENT

If any part of the premium is calculated on estimates **you** shall keep an accurate record containing all relevant particulars and shall at any time allow the **company** to inspect such record

You shall within one month after the expiry of each **period of insurance** supply particulars and information as the **company** may require and the premium for such period shall be adjusted subject to any minimum premium

(14) SUBROGATION

In the event of any claim under this **policy**, **you** shall at the **company's** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in **your** name before or after any payment is made by the **company**

(15) TAX

In addition to the premium **you** will pay to the **company** any tax due on the premium which they are required to collect will be incorporated in accordance with current legislation

(16) THE COMPANY'S RIGHTS

If any event happens which may give rise to a claim under this **policy** **we** will be entitled to:

- (a) enter the building where **damage** has occurred and to take and keep possession of damaged **property** insured herein and to deal with the salvage in a reasonable manner
- (b) and this Condition shall be proof of **your** consent for such purpose - no **property** may be abandoned to the **company**
- (c) exercise sole conduct and control over the defence or settlement of any claim made upon **you** or any other person covered by this **policy** by any other party
- (d) prosecute in **your** name or the name of any other person covered by this **policy** but for the **company's** benefit any claim for damages or indemnity
- (e) **we** may at any time pay to **you** in connection with any claim or series of claims:
 - (i) the **limit of indemnity**; or
 - (ii) the **sum insured**; or
 - (iii) a lesser amount for which such claim or claims can be settled after the deduction of any amounts already paid and net of any **excess** applicable to the claim or claims
 - (iv) **we** will not make any further payment in respect of such claim or claims except for **costs and expenses** which **we** have already agreed to pay and which were incurred prior to such payment.

(17) SANCTIONS

We shall not provide any benefit under this **policy** to the extent that such cover or claim payment would expose **us** to any sanction, prohibition or restrictions under the trade or economic sanctions, laws and regulations of the United Kingdom, European Union or United State of America or under the United Nations resolutions.

(18) WORKMEN AND ALTERATION TO THE PREMISES OR BUSINESS

Workmen and tradesmen are allowed in or about the **premises** for maintenance purposes and for undertaking minor repairs and alterations without affecting this insurance but **we** have insured **you** on the basis of information supplied and cover under this **policy** will cease if:

- (a) there are changes to the **premises** or the building in which it is located or to **your** business which may increase the risk of loss or **damage**, liability, accident or **injury**
- (b) there are changes in the occupancy or use of the **premises**
- (c) **your** interest in the **premises** or **your** business ceases
- (d) **your** business is wound up or carried on by a liquidator or receiver or permanently discontinued unless **you** have notified **us** within a reasonable time and **we** have agreed to such changes in writing.

(19) NO SMOKING CONDITION

It is a condition precedent to liability for **damage** by fire or explosion that **you** will:

- (a) communicate to employees and visitors and rigorously enforce a no smoking policy at the
- (b) prominently display "No Smoking" signs throughout the **premises**
- (c) only allow smoking in clearly marked, specifically designated smoking areas, which comply with current legislation
- (d) in all designated smoking areas, provide metal receptacles with metal lids, for the safe disposal of waste smoking materials
- (e) ensure that waste smoking materials, when being removed from the designated smoking areas, are kept separate from other combustible waste material and are stored in metal receptacles with metal lids whilst awaiting final removal from the **premises**

(20) SURVEY CONDITION

- (a) As part of this insurance contract the **company** reserves the right to undertake an insurance risks survey of the **premises** at any time prior to or during the currency of this **policy** cover and **you** must allow the **company** access to the **premises** and/or related risks to carry out such survey
- (b) following the survey any Risk Improvement Requirements will be notified to **you** with details of the date by which each Requirement must be completed
- (c) if any such Requirement is not completed within the stated timescale then the **company** may opt to:
 - (i) modify the policy premium; or
 - (ii) issue a mid-term amendment to **your policy** or Section and change **your** terms and conditions; or
 - (iii) require **you** to make alterations to the **premises** insured by the deadline date; or
 - (iv) exercise the **company's** right to cancel the **policy**; or
 - (v) leave the **policy** or Section terms and conditions and the premium unaltered
- (d) the **company's** requirements and decisions will take effect from the date specified unless and until the **company** agrees otherwise in writing. If **you** disagree with the **company's** Requirements and/or decisions the **company** will consider **your** comments and where the **company** considers appropriate will continue to negotiate with **you** to resolve the matter to **your** and the **company's** satisfaction

(21) ELECTRICAL CIRCUIT CONDITION

It is a condition precedent to the liability of the **company** under this **policy** that:

- (a) all of the fixed electrical wiring installation at the **premises** (or **your** portion of the **premises**) has a current Electrical Installation Condition report (EIC) confirming that the installation conforms to the current Electricity at Work Regulations (1989), and is in a “Satisfactory” condition. This EIC report must be prepared and issued by a qualified electrical contractor who is accredited by either the National Inspection Council for Electrical Installation Contracting (NICEIC) or the Electrical Contractors Association (ECA) or SELECT
- (b) throughout the term of this **policy**, the installation must be re-inspected and tested at periodic intervals, in accordance with the standard methods of testing in the current Institute of Engineering and Technology (IET) Wiring Regulations. The interval between each inspection should be in accordance with the “Recommendation” from the previous inspection, but subject to a maximum interval of not more than 5 years, and an updated “satisfactory” EIC report issued. All periodic inspections and testing must also be undertaken by a NICEIC, ECA or SELECT accredited contractor
- (c) if at inception of this **policy**, there is no current satisfactory EIC report for the **premises**, then **you** must arrange for the whole of the electrical wiring installation to be inspected and tested by a NICEIC, ECA or SELECT accredited contractor within 45 days of inception of this **policy**, and an EIC report issued
- (d) following testing and inspection under (b) or (c) above, all improvement works that are categorized as “Category 1” or “Category 2” in the EIC report, and required to ensure electrical safety, must be completed within 30 days of the inspection, by a similarly accredited contractor, and appropriate documentation issued in confirmation

(22) PORTABLE ELECTRICAL INSPECTION CONDITION – PAT TESTING

It is a condition precedent to liability of the **company** under this **policy** that all portable electrical appliances owned or under your control are all:

- (a) periodically tested by an NICEIC or ECA accredited contractor
- (b) labelled once tested, whether passed or failed and **you** keep a record of **your** test results for at least 5 years. Any item that has failed its test should be disconnected from a power supply until it is repaired by a qualified technician or removed from the **premises**

otherwise all **damage** arising from or caused by fire or explosion will be excluded

(23) BURNING OF WASTE EXCLUSION

This **policy** does not cover loss or destruction of or damage to **property insured** or loss resulting from interruption of or interference with the **business** carried on by the **insured** at the **premises** in consequence of loss or destruction of or damage to property used by the Insured at the **premises** for the purpose of the **business** caused directly or indirectly by the burning of waste at the **premises**

(24) PORTABLE SPACE HEATERS CONDITION

It is a condition precedent to **our** liability that the only portable space heaters to be used at **your premises** are portable electric fan heaters fitted with a fan failure cut-out device and/or an overheat cut-out device. You must also comply with the following conditions:

- (a) it is not sited in passageways and other places where it is liable to be overturned or subject to mechanical damage
- (b) it is not sited in areas where flammable atmospheres are habitually or intermittently present
- (c) it is not sited on combustible floors or surfaces
- (d) it is kept clear of combustible materials and is provided with a guard to maintain a clear space of at least 1 metre around it

(25) UNATTENDED MACHINERY CONDITION

It is a condition precedent to liability that there shall be no running of machinery processes whilst the **premises** are left unattended.

(26) FIRE PRECAUTIONS

It is a condition precedent to any liability that the following precautions shall be complied with by the **insured** their **employees** or by their subcontractors whenever carrying out any work involving the application of heat or use of angle grinders and no liability shall attach to the **company** unless the precautions shall have been complied with:

- (a) when blow torches, blow lamps or electric oxy-acetylene or other welding or flame-cutting equipment, hot air guns or angle grinders are to be used:
 - (i) a thorough examination of the immediate vicinity of the work (including the area of work itself and including the area on the other side of any wall or partition) shall be made to see whether any combustible material is in danger of ignition either directly and/or by conduction of heat and a record of inspection kept
 - (ii) all moveable and combustible materials (including materials to be worked upon or which have been worked upon and to the greatest extent practicable any materials in the course of being worked upon) shall be removed from the immediate vicinity of the work (to a distance of not less than fifteen meters from the point of application of heat or use of angle grinders)
 - (iii) all combustible materials which cannot be moved (including materials to be worked upon or which have been worked upon and to the greatest extent practicable any materials in the course of being worked upon) shall be covered and fully protected by overlapping sheets or screens of non-combustible material
- (b) there shall be available for immediate use at the site of the work either two portable multi-purpose dry powder fire extinguishers to European standard BS EN 3 or British Standard BS5423 with a minimum capacity of 4.0 kilograms each and serviced in accordance with BS 5306-3 or a hydraulic hose reel provided the situation is one where water would not aggravate a fire or explosion
- (c) the lighting of all blow lamps, blow torches, welding and cutting equipment shall be carried out strictly in accordance with the manufacturer's instructions and no piece of lighted equipment shall be left unattended.
- (d) where the equipment involves the use of gas cylinders, those not required for immediate use shall be kept outside the building in which the work is taking place (and in any event at least 15 meters from the point of application of heat or use of angle grinders)
- (e) any tar, bitumen or asphalt boiler shall not be left unattended and shall be located at ground level on a non-combustible surface and in the open air whilst lighted.
- (f) for one hour after completion of each period of work or stage of work involving the application of heat or use of angle grinders or for one hour after the completion of work involving the application of heat or use of angle grinders in any area in all circumstances that the area previously worked upon ceases to be sufficiently visible to ensure that any outbreak of fire or signs of the possible outbreak of fire will be noticed. Any area or areas in which work has been carried out shall not be left unattended and a thorough inspection of the area surrounding the work, including that described in paragraph (a) (i) above, shall be made at frequent intervals up to the end of the period of one hour to ensure that nothing is smoldering and there is no risk of fire and a record of inspections shall be kept

(27) BONA FIDE SUBCONTRACTORS

In respect of work commencing within the **period of insurance** it is a condition precedent to any liability of the **insurer** in respect of **injury** loss or **damage** arising out of or caused by work undertaken on behalf of the **insured** by bona fide subcontractors that the **insured** obtain and retain a written record that such subcontractors have in force throughout the duration of any work undertaken by them for the **insured** insurance as follows:

- (a) Employers liability insurance in accordance with any law relating to compulsory insurance of liability to employees
- (b) Public Liability insurance covering legal liability for **injury** to any person other than liability described in A. above and loss or damage to property with a limit of indemnity not less than that applying to this Section

This condition does not apply where bona fide subcontractors are engaged to carry out work on behalf of the **insured** in an emergency and there is insufficient time to obtain written evidence of insurance provided that the **insured** shall obtain verbal confirmation from such subcontractors that insurance as described in A. and B. above is in force and confirm such conversation in writing and retain a copy as a written record

SECTION 1 PUBLIC LIABILITY

This **section** is operative only if stated in the **policy schedule**

INSURING CLAUSE

In the event of

- (1) accidental **injury** to any person
- (2) accidental loss of or accidental **damage** to material property
- (3) accidental loss of amenities nuisance trespass or interference with any right of way
light air or water

occurring during the **period of insurance** and arising in connection with:

- (a) **your business**, and
- (b) within the **geographical limits**

the **company** will indemnify **you** in respect of **your** liability at law for compensation together with **costs and expenses**.

BASIS OF PAYMENT

The **company** will pay up to the **limit of indemnity** stated in the **schedule** applicable to this **section** for any one claim or series of claims arising from one source or original cause. In addition, the **company** will pay **costs and expenses**.

EXCLUSIONS TO THE PUBLIC LIABILITY SECTION

This **section** does not cover

Excess

- (1) £250 **excess**, in respect of (2) of the Insuring Clause to this **section** only, unless stated in the **schedule** applicable to this **section**

Fines liquidated damages or penalties

- (2) liability for fines liquidated damages or penalties of any kind or for punitive exemplary restitutionary or multiplied damages

Injury to Employees

- (3) liability to any **employee** for **injury** arising out of and in the course of their employment by **you**

Property in your custody or control

- (4) physical loss of or **damage** to
 - (a) property belonging to **you** or in **your** custody or under **your** control or that of any **employee** (other than property belonging to **your** visitors' directors' partners' or **employees**)
 - (b) that part of any property on which **you** or any of **your employees** or agents are or have been working where the physical loss or **damage** results from such work

Contractual liability

- (5) liability which attaches itself solely by virtue of a contract or agreement but any liability which would have attached in the absence of such contract or agreement is covered under this **section**

Abuse

- (6) liability to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of abuse of any nature whether direct or indirect.

Advice and professional services

- (7) liability caused by or arising from
- (a) any advice design or specification given by **you** or on **your** behalf for a fee
 - (b) professional services rendered by **you** or on **your** behalf

Aircraft hovercraft and watercraft

- (8) liability caused by or arising from the ownership possession or use by **you** or on **your** behalf of any aircraft hovercraft or watercraft (other than watercraft eight metres in length or less)

Mechanically propelled vehicles

- (9) liability caused by or arising from the ownership possession or use by or on behalf of **you** of any mechanically propelled vehicle, or trailer attached to it, whilst towed, or otherwise being used in circumstances for which compulsory insurance or security is required under any legislation governing the use of the vehicle

Hazardous locations

- (10) any claim arising in connection with any work located at: -
- (a) refineries, bulk storage or production premises in the oil, gas or chemical industries;
 - (b) offshore structures and work underground or underwater;
 - (c) aircraft, hovercraft, aerospace systems or watercraft (other than at docks, harbours, boatyards or inland waterways not involving the use of heat),
 - (d) railways or airports.

unless the **company** is notified in advance of such work and consents to this in writing.

Asbestos

- (11) liability arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause to loss which may have contributed concurrently or in consequence of a loss.

Mildew Mould Spore(s) or Allergens

- (12) liability directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
- (a) any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of fungus of any kind whatsoever, including but not limited to mildew, spore(s), or allergens; or
 - (b) any obligations or duty to defend any actions directly or indirectly occasioned by, or happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew mould spore(s) or allergens
- irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

Component Building Material

- (13) liability directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

Work involving the application of heat

- (14) liability arising out of or in connection with any work undertaken by, or on **your** behalf, involving the application of heat, other than by soldering irons, away from **your own premises**.

Products

- (15) liability in respect of any accidental **injury** to any person or accidental loss of or accidental **damage** to material property caused by or arising from **products** other than:
- (a) the provision and management of canteen social sports and welfare facilities for **your employees**;
 - (b) first aid fire and ambulance services;
 - (c) any food or drink supplied by the **insured** to **your employees**, your partners or directors and non-paying guests;
 - (d) the provision of gifts or promotional material;
 - (e) the disposal of furniture or office equipment originally intended for use by the **insured** in connection with the **business** but no longer required for that purpose;
 - (f) the accidental obstruction of traffic caused by any load or delivery by any of **your** vehicles.

Damage to Goods Supplied

- (16) liability in respect of:
- (a) any defective work executed by the **insured**;
 - (b) loss or damage to any property or goods supplied, delivered, sold, installed or erected by the **insured**;
 - (c) all costs arising from the need of making good, repair, rectification, replacement or recalls of any such property or goods.

Contract Works

- (17) liability in respect of accidental loss or **damage** to any property within or to be incorporated in the contract works of any contract undertaken by the **insured** and any liability against which the **insured** is required to effect insurance under the terms of Clause 6.5.1 of the JCT Condition of Contract.

North American Risks

- (18) liability caused by or arising from any operations domiciled or registered in the United States of America or Canada or any territory within their jurisdiction.

IN ADDITION, THE COMPANY WILL PROVIDE INDEMNITY UNDER THIS SECTION AS FOLLOWS

Car park liability

The indemnity provided by this Section extends to include liability at law for **damage** to motor vehicles (and the contents of and accessories on such vehicles) belonging to any of the **insured's employees** or visitors whilst within any car park for which the **insured** is responsible provided that

- (a) such vehicle (or the contents and accessories) is not lent to the **insured**;
- (b) if any charge is made for the parking of vehicles, a ticket bearing a disclaimer of liability shall be issued to every person paying such charge; and
- (c) this Extension shall not apply to **damage** due to the driving of any vehicle by the **insured** or any of their **employees**.

Compensation for Court Attendance

In the event of the following persons attending court at the request of the **company** in connection with a claim under this **section** the **company** will compensate **you** at a rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- | | |
|---|--------------|
| (a) by you or any of your directors or partners | £250 per day |
| (b) by any of your employees | £150 per day |

Contingent Liability for Employee's Vehicles

Exclusion (9) of this **section** excludes mechanically propelled vehicles but the **company** will indemnify **you** for liability caused by or in connection with any vehicle owned by an **employee** which is being used in the course of **your business** excluding any liability

- (1) arising when such vehicle is being driven
 - (a) by **you**
 - (b) with **your** consent by anyone whom **you** know 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
- (2) for physical loss of or **damage** to any such vehicle
- (3) for any use outside the **geographical limits**

Cross Liabilities

If the **insured** comprises more than one party the **company** will provide indemnity to each in the same manner and to the same extent as if a separate **policy** has been issued to each provided that the total amount payable in respect of any one claim or series of claims arising from one source or original cause shall not exceed the Limit of Liability stated in the **schedule** applicable to this **section**

Cloakroom liability

The **company** will indemnify **you** within the terms of this Section in respect of liability for **damage** to property (excluding gold and silver articles, jewellery, watches and the like) belonging to guests or patrons, caused by theft or accidental means whilst such property is deposited in the cloakroom at the **premises**;

Provided that

- (1) **you** shall issue numbered tickets to each guest or patron in respect of property deposited in the cloakroom
- (2) the cloakroom shall be locked-up whenever it is left unattended when guests or patrons property is deposited therein
- (3) a suitable Disclaimer Notice is prominently displayed in the cloakroom advising that the cloakroom is provided for the convenience of guests and patrons and **you** do not accept responsibility for loss or damage to the property
- (4) the liability of the **Insurers** under this Extension shall not exceed £500 in respect of any one article, nor £10,000 in respect of all losses in any **period one insurance**

Defective Premises Act

Insofar as this insurance indemnifies **you** against liability at law for compensation in respect of **injury** or **damage** to the property of third parties, this insurance shall apply to liability incurred by **you**, by virtue of Section 3 of the Defective Premises Act 1972, or Section 5 of the Defective Premises (Northern Ireland) Order 1975, or any subsequent amendment to them; in connection with **premises** which have been disposed of by **you**.

The **company** shall not be liable under this Extension

- (1) in respect of such **injury** or **damage** happening prior to such disposal; or
- (2) for the cost of remedying any defect or alleged defect which results or, if not remedied, may result in **injury** or **damage** to property as aforesaid; or
- (3) if **you** are entitled to indemnity from any other source; or
- (4) for **injury** or **damage** in connection with **buildings** which were owned by **you**

Food Safety Act Defence Costs

You and also at **your** request any of **your** directors' partners or **employees** for legal **costs and expenses** incurred: -

- (1) in defending any prosecution for breach of duty
- (2) with the **company's** consent in an appeal against a conviction resulting from prosecution under Part II of the Food Safety Act 1990 committed or alleged to have been committed during the **period of insurance** where circumstances may otherwise give rise to a claim under this **section** excluding legal **costs and expenses** in connection with any breach of duty arising from a deliberate or premeditated act event or omission which any person claiming indemnity under this **section** knows or should have known would be likely to constitute an offence under the above Act

Geographical Limits

The **geographical limits** shall extend to include any visits made in connection with **your business** in a non-manual capacity provided that such persons usually reside within the **geographical limits**.

Health and Safety at Work and Corporate Manslaughter Defence Costs

In the event of

- (1) any act omission or incident or alleged act omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or
- (2) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975 the **company** will provide indemnity against **costs and expenses** incurred in representing **you** in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the **period of insurance** within the United Kingdom and in the course of **your business**

Provided that

- (a) the **company's** total liability in respect of **costs and expenses** shall not exceed £1,000,000 in the aggregate during any one Period of Insurance
- (b) the **company** will only indemnify **you** where **costs and expenses** arise as a result of any matter which is the subject of indemnity under this **policy**
- (c) the **company** will only be liable for **costs and expenses** incurred in respect of legal representation appointed by them
- (d) if there is any other insurance or indemnity in force covering the same **costs and expenses** the **company's** liability shall be limited to a proportionate amount of the total **costs and expenses** but subject always to the **limit of indemnity** of £1,000,000
- (e) this indemnity will not apply
 - (i) in respect of fines or penalties of any kind
 - (ii) to proceedings consequent upon any **injury** deliberately caused by **you**
 - (iii) to persons other than **you** or any of **your** directors' partners proprietors or **employees**

Indemnity to Others

- (1) If **you** so request, the **company** will indemnify: -
 - (a) any of **your** directors' partners or **employees** in respect of liability for which **you** would have been entitled to indemnity under this **section** had the claim for which indemnity is being sought been made against **you**
 - (b) any officer or member of **your** social sports or welfare organisations or fire first aid or ambulance services while acting in their respective capacities as such
- (2) The legal personal representatives of any deceased person who was entitled to claim indemnity under this **section** in respect of liability incurred by that person
- (3) Any principal in like manner to **you** where any contract or agreement entered into by **you** for the performance of work so requires in respect of the principal's liability arising from the performance of work by **you**

Leased and Rented Premises

Exclusion 15(b) of this **section** does not apply to physical loss or **damage** to premises leased or rented to **you** in connection with **your business**

Overseas Personal Liability

You and if **you** so request

- (1) any of **your** directors' partners or **employees**
- (2) **your** spouse or child or any spouse or child of **your** director partner or **employee** accompanying **you** or accompanying such director partner or **employee**

against liability at law for compensation together with **costs and expenses** for liability incurred in a personal capacity while **you** or any of **your** partners or **employees** are visiting a country anywhere in the world in connection with **your business**, excluding any liability

- (a) arising from any contract or agreement unless liability would have existed otherwise
- (b) arising out of the ownership or occupation of land or buildings
- (c) arising from the carrying on of any trade or profession
- (d) where indemnity is provided by any other insurance
- (e) arising from the ownership possession or use of wild animals' firearms (other than sporting guns) mechanically-propelled vehicles aircraft or watercraft

Sudden and Unintended Pollution

Pollution is excluded by General Exclusion 1(c) of this **policy** but this **section** provides **pollution** cover subject to all other provisions of this **policy** for liability in respect of **injury** or loss of or **damage** to property caused solely by **pollution** which is deemed to have occurred during any one **period of insurance**

- (1) which results from a sudden identifiable unintended and unexpected incident and
- (2) such incident occurs entirely at a specific and identified time and place while the **policy** remains in force

Provided that

- (a) all **pollution** which arises out of any one incident will be deemed to have happened at the time such incident takes place
- (b) the **company** will not indemnify **you** against liability in respect of **pollution** happening anywhere in the United States of America or Canada
- (c) the total liability of the **company** for compensation will not exceed the **limit of indemnity** stated in the **schedule** applicable to this **section** for this additional cover and for any claim otherwise payable under this **section** arising from the same source or original cause

Wrongful Arrest

Legal liability to pay compensation together with **costs and expenses** following any charge of wrongful arrest or malicious prosecution made against **you** during the **period of insurance** in respect of any allegation of theft or the improper conduct by any person (other than **your employees**) in connection with the **business**.

SPECIAL CONDITIONS TO THE PUBLIC LIABILITY SECTION

Fork Lift Truck Conditions

It is a condition precedent to the liability of the **company** for **damage** or **injury** that the use of fork lift trucks is subject to the following procedures

- (a) operatives must be at least 18 years of age;
 - (b) operatives must
 - (i) complete a training course in the safe use of fork lift trucks, through an Accredited Training Provider belonging to one of the 5 accrediting bodies as recognised by the Health & Safety Executive, and
 - (ii) complete a refresher course within 5 years of the initial training programme for which appropriate documentation must be retained by **you** verifying completion thereof;
 - (c) when the vehicle is not in use the ignition keys must be removed, or the vehicle otherwise immobilised to prevent unauthorised use;
 - (d) the carriage of passengers, or unauthorised use or application as a tool outside the design capabilities of the vehicle, is prohibited at all times;
- operatives must engage safety restraints whenever such restraints have been fitted to the vehicle.

SECTION 2 PRODUCTS LIABILITY

This **section** is operative only if stated in the **policy schedule**

INSURING CLAUSE

In the event of

- (1) accidental **injury** to any person
- (2) accidental loss of or accidental **damage** to material property

occurring anywhere in the world during the **period of insurance** and arising in connection with **your business**

the **company** will indemnify **you** in respect of **your** liability at law for compensation together with **costs and expenses**.

BASIS OF PAYMENT

The **company** will pay up to the **limit of indemnity** stated in the **schedule** applicable to this **section** in respect of any one claim or series of claims arising from one source or original cause and in total during any one **period of insurance**. In addition, the **company** will pay **costs and expenses**.

EXCLUSIONS TO THE PRODUCTS LIABILITY SECTION

This **section** does not cover

Excess

- (1) £250 **excess**, in respect of (2) of the Insuring Clause to this **section** only, unless stated in the **schedule** applicable to this **section**

Fines liquidated damages or penalties

- (2) liability for fines liquidated damages or penalties of any kind or for punitive exemplary restitutionary or multiplied damages

Injury to Employees

- (3) liability to any **employee** for **injury** arising out of and in the course of their employment by **you**

Property in your custody or control

- (4) liability caused by or arising from property in the **insured's** charge or control.

Contractual liability

- (5) liability which attaches itself solely by virtue of a contract or agreement but any liability which would have attached in the absence of such contract or agreement is covered under this **section**

Advice and professional services

- (6) liability caused by or arising from
 - (a) any advice design or specification given by **you** or on **your** behalf for a fee
 - (b) professional services rendered by **you** or on **your** behalf

Asbestos

- (7) liability arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause to loss which may have contributed concurrently or in consequence of a loss.

Mildew Mould Spore(s) or Allergens

- (8) liability directly or indirectly occasioned by, happening through, arising out of, resulting from or

inconnection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

- (c) any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of fungus of any kind whatsoever, including but not limited to mildew, spore(s), or allergens; or
- (d) any obligations or duty to defend any actions directly or indirectly occasioned by, or happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew mould spore(s) or allergens

irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

Component Building Material

- (9) liability directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

Exports to North America

- (10) liability caused by or arising from any **products** known by **you** to be for use or integrated within any other Products for use in or supply to the United States of America or Canada or any territory within their jurisdiction.

Recall of Products

- (11) liability arising out of the cost of repair alteration replacement removal refund or recall of any **products** or part thereof supplied by the **insured**

Marine and aviation Products

- (12) liability caused by or arising from any **products** known by **you** to be for use in or on any aircraft aero spatial device hovercraft or waterborne craft or for marine or aviation purposes

Efficacy

- (13) liability for any loss, **damage** or **injury** arising out of or in connection with the of failure of any **product** to perform the function for which they were supplied by **you**.

IN ADDITION, THE COMPANY WILL PROVIDE INDEMNITY UNDER THIS SECTION AS FOLLOWS

Compensation for Court Attendance

In the event of the following persons attending court at the request of the **company** in connection with a claim under this **section** the **company** will compensate **you** at a rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- (a) by **you** or any of **your** directors or partners £250 per day
- (b) by any of **your employees** £150 per day

Cross Liabilities

If the **insured** comprises more than one party the **company** will provide indemnity to each in the same manner and to the same extent as if a separate **policy** has been issued to each provided that the total amount payable in respect of any one claim or series of claims arising from one source or original cause shall not exceed the Limit of Liability stated in the **schedule** applicable to this **section**

Food Safety Act Defence Costs

You and also at **your** request any of **your** directors' partners or **employees** for legal **costs and expenses** incurred:

- (1) in defending any prosecution for breach of duty
- (2) with the **company's** consent in an appeal against a conviction resulting from prosecution under

Part II of the Food Safety Act 1990 committed or alleged to have been committed during the **period of insurance** where circumstances may otherwise give rise to a claim under this **section** excluding legal **costs and expenses** in connection with any breach of duty arising from a deliberate or premeditated act event or omission which any person claiming indemnity under this **section** knows or should have known would be likely to constitute an offence under the above Act

Geographical Limits

The **geographical limits** shall extend to worldwide for **products**.

Health and Safety at Work and Corporate Manslaughter Defence Costs

In the event of

- (1) any act omission or incident or alleged act omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or
- (2) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975 the **company** will provide indemnity against **costs and expenses** incurred in representing **you** in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the **period of insurance** within the United Kingdom and in the course of **your business**

Provided that

- (a) the **company's** total liability in respect of **costs and expenses** shall not exceed £1,000,000 in the aggregate during any one Period of Insurance
- (b) the **company** will only indemnify **you** where **costs and expenses** arise as a result of any matter which is the subject of indemnity under this **policy**
- (c) the **company** will only be liable for **costs and expenses** incurred in respect of legal representation appointed by them
- (d) if there is any other insurance or indemnity in force covering the same **costs and expenses** the **company's** liability shall be limited to a proportionate amount of the total **costs and expenses** but subject always to the **limit of indemnity** of £1,000,000
- (e) this indemnity will not apply
 - (i) in respect of fines or penalties of any kind
 - (ii) to proceedings consequent upon any **injury** deliberately caused by **you**
 - (iii) to persons other than **you** or any of **your** directors' partners proprietors or **employees**

Sudden and Unintended Pollution

Pollution is excluded by General Exclusion 1(c) of this **policy** but this **section** provides **pollution** cover subject to all other provisions of this **policy** for liability in respect of **injury** or loss of or **damage** to property caused solely by **pollution** which is deemed to have occurred during any one **period of insurance**

- (1) which results from a sudden identifiable unintended and unexpected incident and
- (2) such incident occurs entirely at a specific and identified time and place while the **policy** remains in force

Provided that

- (a) all **pollution** which arises out of any one incident will be deemed to have happened at the time such incident takes place
- (b) the **company** will not indemnify **you** against liability in respect of **pollution** happening anywhere in the United States of America or Canada
- (c) the total liability of the **company** for compensation will not exceed the **limit of indemnity** stated in the **schedule** applicable to this **section** for this additional cover and for any claim otherwise payable under this **section** arising from the same source or original cause

SPECIAL CONDITION TO THE PRODUCTS LIABILITY SECTION

Rights of Recourse Condition

It is a condition precedent to the liability of **ours**, that in respect of any **products** supplied, which consists in whole or in part of any **products**, goods, components, materials or other items which have been supplied to **you**, **you** shall not have waived their rights of recovery in law against the suppliers and that such rights shall have been maintained by **you**

Products Inspection and Certification

It is a condition precedent to the liability of **ours**, that in respect of any **products**, **you** carry out and keep record of regular inspections, batch quality checks and that all products have the correct certifications required by law

SECTION 3 EMPLOYERS' LIABILITY

This **section** is operative only if stated in the **policy schedule**

INSURING CLAUSE

In the event of **injury** to any **employee** caused during the **period of insurance** and arising out of and in the course of their employment by **you** in connection with **your business** within the **geographical limits** the **company** will indemnify **you** against all sums that **you** shall become legally liable to pay as compensation in respect of such **injury** together with **costs and expenses**

DEFINITIONS TO THE EMPLOYERS' LIABILITY SECTION

Offshore

means from the time of embarkation by an **employee** onto a conveyance at the point of final departure to either an offshore rig or offshore platform until disembarkation by an **employee** from a conveyance onto land upon return from either an offshore rig or offshore platform

BASIS OF PAYMENT

The **company** will pay for compensation and **costs and expenses** up to the **limit of indemnity** stated in the **schedule** applicable to this **section** for any one claim or series of claims arising from one source or original cause

The **company** may at any time pay to **you** or anyone else entitled to indemnity under this **section**

- (1) the amount stated as the **limit of indemnity** in the **schedule** applicable to this **section** after deducting any sum or sums already paid as compensation and any **costs and expenses** paid by the **company** or
- (2) any lesser amount for which any claim or claims can be settled

and upon such payment the **company** will relinquish conduct and control of and be under no further liability in connection with such claim or claims except for Costs and Expense incurred or which can be recovered in respect of action taken before the date of the **company's** payment under this **section**.

Any sum paid will be inclusive of all **costs and expenses** incurred and no further sums will be payable by the **company**

EXCLUSIONS TO THE EMPLOYERS' LIABILITY SECTION

There will be no indemnity under this **section** for

Work Offshore

- (1) **you** or anyone claiming indemnity under this **section** in respect of liability arising Offshore

Fines or Penalties

- (2) the payment of fines or penalties

Mechanically propelled vehicles

- (3) **injury** to any **employee** whilst
 - (a) carried in or upon
 - (b) entering or getting on to or alighting from

any mechanically propelled vehicle in circumstances where any road traffic legislation requires insurance or security

Asbestos

- (4) liability arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause to loss which may have contributed concurrently or in consequence of a loss other than to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom provided that the maximum **limit of indemnity** for any one claim or series of claims arising from one source or original cause under each Section shall not exceed £5,000,000.

IN ADDITION, THE COMPANY WILL PROVIDE INDEMNITY UNDER THIS SECTION AS FOLLOWS

Indemnity to Others

- (1) If **you** so request
- (a) any of **your** directors' partners or **employees** in respect of liability for which **you** would have been entitled to indemnity under this **section** if the claim for which indemnity is being sought had been made against **you**
 - (b) any officer or member of **your** social sports and welfare organisations or fire first aid or ambulance services while acting in their respective capacities as such
- (2) The legal personal representatives of any deceased person who was entitled to claim indemnity under this **section** in respect of liability incurred by that person
- (3) Where any contract or agreement entered into by **you** so requires any principal in like manner to **you** in respect of the principal's liability arising from the contract or agreement but only so far as concerns liability to an **employee**

Provided that they observe the terms of this **policy** as far as they can apply

Compensation for Court Attendance

In the event of the following persons attending court at the request of the **company** in connection with a claim under this **section** the **company** will compensate **you** at the rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- | | |
|---|--------------|
| (1) by you or any of your directors or partners | £250 per day |
| (2) by any of your employees | £150 per day |

Contractual Liability

Subject to Exclusion (3) of this **section** where any contract or agreement entered into by **you** so requires liability assumed by **you** by virtue of such contract or agreement but only in so far as concerns liability to an **employee**

Cross Liabilities

If the **insured** comprises more than one party the **company** will provide indemnity to each in the same manner and to the same extent as if a separate **policy** has been issued to each provided that the total amount payable in respect of any one claim or series of claims arising from some source or original cause shall not exceed the Limit of Liability stated in the **schedule** applicable to this **section**

Geographical Limits

The **geographical limits** shall extend to include elsewhere in the world for work in connection with the **business** by **you** or any of **your** directors' partners or **employees** provided that such persons usually reside within the **geographical limits**

Health and Safety at Work and Corporate Manslaughter Defence Costs

In the event of: -

- (1) any act omission or incident or alleged act omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974
- (2) Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or
- (3) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

the **company** will provide indemnity against **costs and expenses** incurred in representing **you** in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the **period of insurance** within the United Kingdom and in the course of **your business**

Provided that

- (a) the **company's** total liability in respect of **costs and expenses** shall not exceed £1,000,000 in the aggregate during any one **period of insurance**
- (b) the **company** will only indemnify **you** where **costs and expenses** arise as a result of any matter which is the subject of indemnity under this **policy**
- (c) the **company** will only be liable for **costs and expenses** incurred in respect of legal representation appointed by them
- (d) if there is any other insurance or indemnity in force covering the same **costs and expenses** the **company's** liability shall be limited to a proportionate amount of the total **costs and expenses** but subject always to the **limit of indemnity** of £1,000,000
- (e) this indemnity will not apply
 - (i) in respect of fines or penalties of any kind
 - (ii) to proceedings consequent upon any **injury** deliberately caused by **you**
 - (iii) to persons other than **you** or any of **your** directors' partners proprietors or **employees**

Unsatisfied Court Judgements

In the event of a judgement for damages being obtained against someone other than **you**

- (1) under the jurisdiction of a court in England Scotland Wales Northern Ireland the Channel Islands or the Isle of Man by any **employee** or their representative
- (2) in respect of **injury** arising out of and in the course of **your employee's** employment or engagement by **you**

which remains unsatisfied in whole or in part six months after the date of such judgement the **company** will at **your** request pay to **your employee** or representative 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 judgement relates to **injury** which would otherwise be covered under this **section**
- (c) any payment made by the **company** will be only in respect of liability for which **you** would have been entitled to indemnity under this **section** had judgement been made against **you**
- (d) the **company** are entitled to take over and prosecute for their own benefit any claim made against any other person and **you** and **your employee** or their representative must provide all information and assistance required by the **company**

SPECIAL CONDITION TO THE EMPLOYERS' LIABILITY SECTION

Our Right of Recovery

The indemnity provided by this **section** is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in Great Britain Northern Ireland the Channel Islands or the Isle of Man but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law

Personal Protection Equipment

It is a condition of this **section** that:

- (1) **you** shall provide **employees** with personal protective equipment appropriate for the work to be undertaken
- (2) **you** shall provide appropriate training to **employees** as to the provision of and use of such personal protective equipment
- (3) **you** shall maintain a record of the training given to each **employee** as to the provision of and use of such personal protective equipment

Health and Safety records Condition

It is a condition of this **section** that **you** keep an up to date Health and Safety Policy in force and that it is communicated to, and acknowledged by all employees by way of training

Accident Report Book - RIDDOR

It is a condition of this **section** that **you**:

- (1) keep records of all work injuries or near misses as per the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 and that the insurer is notified immediately when a new injury is logged
- (2) all staff are trained to enter any incident or accident witnessed by or attended to by them in an accident report book
- (3) the accident report book be inspected regularly by a member of management and signed off as inspected
- (4) the accident report book be made available for **the company's** inspection upon request

SECTION 4 LEGAL EXPENSES

This Section applies if listed as 'Insured' under the Schedule

NB: The insurance provided by this Section is on a "claims made" basis, which means that for there to be a valid claim under this Section, the claim must be reported to the **company** within the **period of insurance**.

INSURING CLAUSE

The **company** will indemnify **you** or an **insured person** against **legal expenses** incurred in respect of any of the insured incidents stated below arising in connection with the **business** provided that: -

- (1) the insured incident is notified to the **company** during the **period of insurance** and arises within the **geographical limits**;
- (2) any legal proceedings will be dealt with by a court or other body which the **company** agrees to within the **geographical limits**; and
- (3) in civil claims it is always more likely than not that **you** or an **insured person** will recover damages (or obtain other legal remedy which the **company** have agreed to) or make a successful defence.

LIMITS OF INDEMNITY

Our liability shall not exceed:-

- (1) for all claims which result from one or more events arising at the same time and from the same original cause:-
 - (a) in respect of Insured Incidents 1), 2), 3) and 4) - £100,000, and
 - (b) in respect of Insured Incidents 5) and 6) - £ 50,000; nor
 - (2) for all claims which are notified to the **company** during the **period of insurance**, £500,000
- Unless otherwise stated in the **schedule**

DEFINITIONS TO THE LEGAL EXPENSES SECTION

Arbitration

means a method of settling a **dispute** by asking an independent lawyer to consider it. They will be chosen by **us** and **you** or an **insured person** jointly or (if agreement cannot be reached) by the president of The Law Society. Whoever loses the argument must usually pay the lawyer's costs. If **you** or an **insured person** lose, these costs are not covered by this **policy**.

Dispute

means any situation involving a disagreement with or action by someone in which **you** or an **insured person's** legal rights need to be protected, whether by legal proceedings or otherwise.

Geographical Limits

means

- (1) For Insured Incidents 2 (Legal Defence) and 3 (b) Injury, The European Union, the Channel Islands, the Isle of Man, Albania, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).
- (2) For all other Insured Incidents, the United Kingdom, the Channel Islands and the Isle of Man.

Legal Advice Service

means a professional legal advisory service provided on behalf of **us**, for advice and guidance in relation to the insurance provided by this Section. In certain instances seeking and following their advice prior to taking action is a condition of the insurance. Their contact details are stated at the end of this Section.

Legal Expenses

means

- (1) Legal costs - all reasonable and necessary costs chargeable by the **nominated representative** and the costs incurred by opponents in civil cases if **you** or an **insured person** has been ordered to pay them or **we** agree to pay them.
- (2) Accountants costs - all costs reasonably incurred by the **nominated representative**.
- (3) Attendance expenses – for each day that an **insured person** is required to attend any court or tribunal at the request of a **nominated representative**, **we** will pay the actual loss of the salary of an **insured person** for the time that they are off work; provided that: -
 - (a) such salary or wages are not recoverable from the relevant court, tribunal or other party;
 - (b) **we** will not pay for any loss incurred before an **insured person** makes a claim;
 - (c) **we** will not pay for any claim where **you** are unable to support **your** loss.

Nominated Representative

means a lawyer, accountant or other suitably qualified person who has been appointed by **us** to act for **you** or an **insured person** in accordance with the terms of this Section.

Reasonable Prospects

means that in respect of each claim there is always more than a 50% chance of **you** or an **insured person** recovering damages, defending a claim or prosecution or obtaining a legal remedy. This will be assessed by **us** or **nominated representative**.

INSURED INCIDENTS

(1) EMPLOYMENT DISPUTES AND COMPENSATION AWARDS

(a) Employment Disputes

The **company** will pay **legal expenses** in relation to the defence of legal proceedings in an Employment Tribunal arising from or relating to a breach of an **employee's** contract of service or their statutory rights under employment legislation;

Provided that: -

- (i) in the event of any issues that could give rise to a legal **dispute** with an **employee**, **you** or an **insured person** has contacted the **legal advice service** and followed the advice provided to them.
- (ii) the **insured person** seeks and continues to follow all advice from the **legal advice service** as to the steps to be taken in the following situations: -
 1. before taking any disciplinary action or commencing a disciplinary procedure;
 2. before dismissing an **employee**;
 3. upon receipt of notification of any form of grievance by an **employee** or a complaint of discrimination;
 4. before starting any redundancy, process or making an **employee** redundant;
 5. before seeking to make a material change to an **employee's** contract, which is likely to have a negative impact on that **employee**;
 6. upon becoming aware of a situation that could give rise to a potential claim for constructive dismissal by any **employee**.

EXCLUSIONS TO EMPLOYMENT DISPUTES

- (i) any claim in respect of damages for **injury** or damage to property;
- (ii) any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any subsequent amendment to them;
- (iii) any claim relating to disciplinary hearings or internal grievance procedures;
- (iv) the costs of any **disputes** relating to a settlement agreement;
- (v) any **dispute** relating to a shareholding, partnership or directors contract;

- (vi) any claim relating to future contracts of employment;
- (vii) any claim relating to unpaid wages or commission or deductions from wages or commission;
- (viii) any claim relating to benefits due under a contract of employment;
- (ix) any claim relating to payment in relation to redundancy.

(b) Compensation Awards

We will pay any basic and / or compensatory award which is awarded to an **employee** by either a tribunal or through the Advisory, Conciliation and Arbitration Service (ACAS) Arbitration Scheme, or an amount agreed by **us** in settlement of a **dispute**.

Provided that the basic and /or compensatory award follows a claim which **we** have accepted under Insured Incident 1) (a) (Employment Disputes) above.

EXCLUSIONS TO COMPENSATION AWARDS

Any basic or compensation award relating to the following: -

- (i) any award arising out of the **insured person's** failure to provide any **employee** with written reasons for their dismissal;
- (ii) any award made as a result of the **insured person's** failure to provide a contract of employment or statement of terms and conditions of employment;
- (iii) any award relating to any contractual rights to which the **employee** is entitled;
- (iv) any claim in relation to equal pay or the minimum wage employment legislation.

(c) Service Occupancy

We will pay **legal expenses** in relation to **your** legal rights against an **employee** or ex-**employee** to recover possession of **premises** owned by **you** or for which **you** are responsible.

EXCLUSION TO SERVICE OCCUPANCY

Any claim relating to defending **your** legal rights, other than defending a counter-claim.

(2) LEGAL DEFENCE

We will pay **legal expenses** in relation to: -

- (a) defending **your** or an **insured person's** legal rights following an event which leads to **you** or an **insured person** being prosecuted in a court of criminal jurisdiction arising out of health and safety at work, occupational hygiene, food safety hygiene, food legality or the supply of safe goods;
- (b) defending **your** or an **insured person's** legal rights following civil action taken against **you** or an **insured person** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
- (c) defending an **insured person's** legal rights if
 - (i) an event arising from their work as an **employee** leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of age, race, sex, sexual orientation, disability, religious belief or political opinion; or
 - (ii) civil action is taken against them as a trustee of a pension fund set up for the benefit of **your employees**.
- (d) representing **you** or an **insured person** in appealing against the imposition or terms of an Improvement or Prohibition Notice or a Suspension Notice or an Order of Enforcement or an Enforcement Deregistration or Transfer Prohibition Notice under any of the following legislation.
 - (i) Health and Safety at Work etc Act 1974;
 - (ii) Food Safety Act 1990;
 - (iii) Fair Employment (Northern Ireland) Act 1989;
 - (iv) Consumer Protection Act 1987; or
 - any subsequent amendment to them.

- (e) representing **you** in appealing against the refusal of the Information Commissioner to register **your** application for notification under the General Data Protection Regulation and any subsequent amendment to it.

Provided that insofar as proceedings under the Health and Safety at Work etc Act 1974 and any subsequent amendment to it are concerned the **geographical limits** shall be any place where the Act applies.

EXCLUSION TO LEGAL DEFENCE

Any claim which leads to **you** or an **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

(3) PROPERTY PROTECTION AND INJURY

(a) Property Protection

We will pay **legal expenses** in relation to **your** legal rights in any civil action relating to material property which is owned by **you** or for which **you** are responsible following:

- (i) any event which causes or could cause physical **damage** to such material property; or
- (ii) any nuisance or trespass.

EXCLUSIONS TO PROPERTY PROTECTION

Any claim relating to the following: -

- (i) a contract entered into by **you**
- (ii) goods in transit.
- (iii) goods at **premises** other than those occupied by **you**, unless the goods are at such **premises** for the purpose of installation or use in work to be carried out by **you**.
- (iv) mining subsidence.
- (v) a motor vehicle owned by, hired or leased to or used by **you** or an **insured person**, other than damage to motor vehicles, where **you** are engaged in the business of selling motor vehicles.

(b) Injury

We will pay **legal expenses** in relation to the pursuit of a claim arising from an incident causing **bodily injury** or death to an **insured person**.

EXCLUSIONS TO INJURY

Any claim relating to the following.

- (i) any **injury** which develops gradually or is not caused by a specific or sudden accident;
- (ii) defending any **insured person's** legal rights, other than defending a counter-claim;
- (iii) a motor vehicle owned by, hired or leased to or used by **you** or an **insured person**;
- (iv) any actual or alleged clinical, medical or dental negligence.

(4) TAX PROTECTION

We will pay **legal expenses** in relation to defending **you** during an investigation by HM Revenue and Customs: -

- (a) following the commencement of a Tax Enquiry or Cross-Tax Enquiry
- (b) an investigation of **your** compliance with Pay As **You** Earn regulations;
- (c) an appeal to a VAT tribunal following an assessment by HM Revenue and Customs.

Provided that:

- (i) **you** have taken reasonable care to ensure that accounts and tax affairs and record have been properly maintained
- (ii) all returns to HM Revenue and Customs have been completed, are correct and submitted on time.

EXCLUSIONS TO TAX PROTECTION

Any claim relating to **your** prosecution or to the extent of anything done or to be done: -

- (i) after any matter first becomes referred to or dealt with by any Special Office, Investigation Division or Collection Investigation Unit of HM Revenue and Customs;
- (ii) in an official investigation before the government department has first expressed its dissatisfaction with the books and records **you** are required to produce for in-depth examination;
- (iii) before the commencement of VAT enforcement proceedings against **you**;
- (iv) only because of some earlier official investigation into **your** tax affairs or some earlier VTA enforcement proceedings against **you**, or their failure to register for VAT;
- (v) in preparing, challenging, appealing or otherwise processing any tax computation, assessment, demand or payment which **you** would necessarily deal with, notwithstanding that official investigation or **dispute**;
- (vi) in connection with or arising from a tax avoidance scheme;
- (vii) **we** shall not be liable for an **excess** of £250

(5) EVICTION OF SQUATTERS

We will pay **legal expenses** to secure the eviction from any **premises** insured under Section 1 – Contents of this **policy**, of anyone who is not **your** tenant or ex-tenant and who does not have **your** permission to be there.

(6) CONTRACT DISPUTES

We will pay **legal expenses** in relation to **your** legal rights arising in a contractual **dispute** arising from an agreement or alleged agreement which has been entered into by **you** or on **your** behalf relating to the purchase, hire, lease, hire purchase, service, maintenance, testing, sale or provision of goods or services in relation to a **premises** insured under Section 1 – Contents of this **policy**

Provided that: -

- (a) the amount in **dispute** exceeds £500;
- (b) for an undisputed debt claim **you** must notify the **company** within 90 days of the money becoming payable and have already have undertaken all their normal credit control procedures and made reasonable efforts to recover the debt

EXCLUSIONS TO CONTRACT DISPUTES

We shall not be liable for **disputes** relating to: -

- (i) computer software or systems that have been tailored to **your** requirements
- (ii) construction work, designing converting or extending a premises
- (iii) loans, mortgages, pensions, endowments, investments or any other financial product
- (iv) the purchase or sale of any premises or land
- (v) the settlement, or lack thereof, under an insurance or assurance policy
- (vi) any tenancy agreement

EXCLUSIONS TO THE LEGAL EXPENSES SECTION

This Section does not cover the following;

- (1) any **legal expenses** incurred before the written acceptance of a claim by **us**.
- (2) any claim (or any circumstances which might lead to a claim) of which **you** were, or should have been, first aware outside the **period of insurance**.
- (3) fines, penalties, compensation or damages which **you** or an **insured person** are ordered to pay by a court or other authority order, other than compensation awards as covered under Insured Incidents (1) (b) Compensation Awards (d) Any claim relating to patents, copyright, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- (4) any claim relating to franchise rights or agency rights where **you** have the legal capacity to alter legal relations of another.
- (5) any Insured Incident deliberately or intentionally solicited by **you** or an **insured person**.
- (6) a **dispute** with **us** not otherwise dealt with under Special Condition 10 of this Section
- (7) any claim relating to a shareholding or partnership share in the **insured**.
- (8) an application for judicial review.
- (9) any legal action **you** or an **insured person** take which **we** have not agreed to or where **you** or an **insured person** do anything that hinders **us** or the **nominated representative**.
- (10) any claim if, either at the commencement or during the course of a claim notified under this sub section, **you** are bankrupt, have filed a bankruptcy or winding up petition, have made an arrangement with creditors, have entered into a deed of arrangement, are in liquidation or part or all of **your** affairs or property is in the care or control of a receiver or administrator.
- (11) an **excess** of £250 in respect of each claim, increasing to £500 under Insured Incident 6 (Contract Disputes) when the amount in **dispute** exceeds £5,000

SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

- (1) It is a condition precedent to **our** liability to meet any claim that **you** or an **insured person** shall:
 - (a) give notice to **us** in writing during the **period of insurance** immediately upon becoming aware of any Insured Incident or event which may give rise to a claim under this sub section;
 - (b) give **us** as soon as possible, all the information, documents and assistance **we** need to deal with any claim under this Section;
 - (c) give **us** the reason for wishing to appeal against any decision given in legal proceedings which must be done immediately and in any event before the deadline for lodging the appeal;
 - (d) forward to **us** immediately upon receipt every form ET1, and ET3 issued by an Employment Tribunal to **you** or an **insured person**.
- (2) **you** or an **insured person** shall
 - (a) take reasonable steps to keep any amount **we** have to pay to a minimum;
 - (b) send everything **we** ask for in writing.
- (3)
 - (a) **we** must have accepted the claim in writing before they can deal with it.
 - (b) **we** will accept the claim when they are satisfied that:
 - (i) **we** have all the information that they need;
 - (ii) **you** or an **insured person** can identify any person with whom **you** are in **dispute**; and
 - (iii) it is reasonable for **you** or an **insured person** to pursue or defend their legal rights (taking into account a reasonable estimate of **your** or an **insured person's** total **legal expenses**) and **you** or an **insured person** will probably achieve a worthwhile result.

- (4) (a) **we** may appoint a lawyer or other suitably qualified person working for them to represent, pursue or defend **your** or an **insured person's** rights.
In the event of any legal proceedings or if there is a conflict of interest, **you** or an **insured person** have the right to choose **your /** their own **nominated representative**. **You** must send **us** the name and address of such person before the commencement of any legal proceedings.
- (b) In other situations, or if **we** think that **you** or an **insured person** needs one to help to protect **your** or the **insured persons** rights, they will appoint a **nominated representative** to act on behalf of **you** or an **insured person**.
- (c) **We** can take over and conduct and negotiate in the name of **you** or an **insured person** any claim or legal proceedings at anytime.
- (d) The **nominated representative** must co-operate fully with **us** at all times.
- (e) **We** will have direct contact with the **nominated representative**.
- (f) **You** or an **insured person** must cooperate fully with **us** and the **nominated representative** and must keep **us** up-to-date with the progress of the claim.
- (g) **You** or an **insured person** must give the **nominated representative** any instructions that the **we** requires.
- (5) If, following legal proceedings to which **we** have consented, **you** or an **insured person** wish to appeal or defend an appeal, the grounds for such appeal should be submitted to **us** immediately or as soon as practicable. Before any **legal expenses** towards the appeal are paid, **we** must agree that it is always more likely than not that the appeal will be successful.
- (6) (a) **you** or an **insured person** must tell **us** if anyone offers to settle a claim.
(b) If **you** or an **insured person** do not accept a reasonable offer to settle a claim, **we** may refuse to pay any further **legal expenses**.
(c) **We** may decide to pay **you** or an **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them, instead of starting or continuing legal proceedings.
- (7) (a) If **we** ask, **you** or an **insured person** must tell the **nominated representative** to have **legal expenses** taxed, assessed or audited.
(b) **You** or an **insured person** must take every step to recover **legal expenses** that **we** have to pay and must pay **us** any **legal expenses** that are recovered.
- (8) If any **nominated representative** refuses to continue acting for **you** or an **insured person** or if **you** or an **insured person** dismisses a **nominated representative**, the cover **we** provide will end at once unless **we** agree to appoint another **nominated representative**.
- (9) If **you** or an **insured person** settle a claim or withdraw their claim without **our** agreement or do not give suitable instructions to a **nominated representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **legal expenses** paid.
- (10) If the **company** and **you**, or an **insured person** agree, **arbitration** can be used to settle any unresolved **dispute** about anything said in this **policy** or anything to do with the claim. If **arbitration** is used, **you** or an **insured person** may still take that **dispute** to court or try to settle it in another way.
- (11) **We** may, at their discretion, require **you** or an **insured person** to obtain an opinion from counsel at **your** or an **insured person's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are **reasonable prospects** for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid for by **us**.
- (12) **We** will not pay any claim covered under any other **policy** or any claim that would have been covered by any other **policy** if this Section did not exist.
- (13) All Acts of Parliament within the wording of this sub section shall include equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man as the case may be.
- (14) **We** may at any time settle the claim by paying the reasonable amount of damages claimed if in **our** opinion this would achieve a more economic solution.

LEGAL ADVICE SERVICE

We provide this service 24 hours per day seven days a week during the **period of insurance**. To help us check and improve service standards all calls are recorded.

We will give **you** confidential legal advice over the phone on any commercial legal problem affecting the **business** under the laws of the United Kingdom, the Channel Islands and the Isle of Man.

We will not accept responsibility if the helpline services fail for reasons outside of **our** control.

Legal advice service: Independent Living Group (ILG)

Telephone: 01476 513 796

Quoting reference: **China Taiping**

In all communications with the **company**, please quote **your** policy number.

CLAIMS CONDITIONS AND NOTIFICATION PROCEDURES

CLAIMS GENERAL CONDITIONS

The following Conditions apply to all Sections of this **policy** and the **insured** must comply with them or this **policy** may not be in force

(A) The insured's responsibilities

- (1) notify the **company** or their insurance intermediary as soon as is practicable, but no later than the following timescales, and give full details of the occurrence: -
 - (a) 7 days of **damage** caused by riot civil commotion strikes labour disturbances or malicious persons
 - (b) 30 days of **damage** by any other cause or **injury** insured by this **policy**
 - (c) forward to the **company** immediately on receipt and without answering it any letter claim writ summons or process
- (2) inform the police as soon as practicable no later than 5 days of any malicious damage, Violent disorder or riot or civil commotion, or **act of terrorism** or the theft or loss of any **property insured** or **money**
- (3) send to the **company** at their own expense a written claim together with such detailed particulars and proofs certificates or other documents as may reasonably be required by the **company** and send also details of any other insurance covering the loss destruction damage **injury** or liability for which they are claiming indemnity under this **policy**.
- (4) take all reasonable steps to diminish or avoid the **damage** and to minimise any interruption of or interference with the **business**, or risk of **injury**
- (5) not negotiate with nor make any admission of liability nor offer payment or promise to any party without the **company's** written consent
- (6) must retain ownership of their property at all times, and not abandon any property to the **company**. The **company** will not take ownership, possession or accept liability for any of the **insured's** property unless agreed in writing first.

The **company** shall be under no obligation to settle a claim under this **policy** unless the terms of this Condition have been complied with and any payment on account of a claim already made shall be repaid to the **company**.

(B) The company's rights

- (1) If any event happens which may give rise to a claim under this **policy** the **company** will be entitled to: -
 - (a) enter the building where **damage** has occurred and to take and keep possession of damaged **property** insured herein and to deal with the salvage in a reasonable manner and this Condition shall be proof of **your** consent for such purpose - no **property** may be abandoned to the **company**;
 - (b) exercise sole conduct and control over the defence or settlement of any claim made upon the **insured** or any other person covered by this **policy** by any other party
 - (c) prosecute in the **insured's** name or the name of any other person covered by this **policy**, but for the **company's** benefit, any claim for damages or indemnity
- (2) In the event of any claim under this **policy**, the **insured** shall at the **company's** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in **your** name before or after any payment is made by the **company**
- (3) The **insured** will provide all help and assistance and co-operation required by the **company** in connection with any claim.
- (4) The **company** may at any time pay to the **insured** in connection with any claim, or series of Claims, the amount of the **limit of indemnity** or the **sum insured**, or such lesser amount as the claim or claims can be settled for, after the deduction of any amounts already paid and the amount of any **excess**

The **company** will not make any further payment in respect of such claim, or claims, except for **costs and expenses** which they have already agreed to bear and which were incurred prior to such payment

Procedure for notifying claims

In the event of an incident which may give rise to a claim, the **insured** must notify the **company**, or their insurance intermediary, giving full details of what has happened as soon as possible, and in accordance with the timescales detailed in Claims Condition (1). To notify **us**, please contact the Claims Department, quoting **your** policy number, via: -

Telephone: 020 7839 1888; or **Facsimile:** 020 7621 1202: or
via e-mail at: newclaims@uk.cntaiping.com
 or **write to us** at: China Taiping Insurance (UK) Co Ltd, 2 Finch Lane, London EC3V 3NA

PRIVACY AND YOUR PERSONAL INFORMATION

China Taiping Insurance (UK) Co Ltd are the data controller (as defined by the UK Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) in respect of this contract of insurance. **We** may obtain, collect and process **your** personal information for the purposes of entering into and performing **our** insurance contract with **you**.

For full details of what data **we** collect about **you**, how **we** use it, who **we** share it with, how long **we** keep it and **your** rights relating to **your** personal data, please refer to **our** [Privacy Notice](#) which is available on **our** website at: <https://uk.cntaiping.com/uk-privacy/>

If **you** do not have access to the Internet, please write to **our** Data Protection Officer (at the address shown below) with **your** name and address and a copy will be sent to **you** in the post.

In summary, **we**, may, as part of **our** agreement with **you** under this contract, collect personal information about **you**, including:-

- Name, address, contact details, date of birth and cover required
- Financial information such as previous credit history, bank details
- Details of any previous insurance claims.
- Information for Employers' Liability Database records (if Employers' Liability insurance is included)

We may also collect sensitive personal information about **you**, and any additional people who **you** wish to be insured under the **policy**, including medical records to validate a claim should **you** be claiming for sickness or an accident.

We collect and process **your** personal information for the purpose of insurance and claims administration.

Telephone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to **us** or which process information on **our** behalf (for example, premium collection and claims validation, or for communication purposes related to **your** cover). **We** will ensure that they keep **your** information secure and do not use it for purposes other than those that **we** have specified in **our** [Privacy Notice](#).

Some third parties that process **your** data on **our** behalf may do so outside of the European Economic Area ("EEA"). Where such transfers occur, **we** ensure that they do not occur without **our** prior written authority and that an appropriate transfer agreement is put in place to protect **your** personal information to an equivalent standard to that found in the EEA.

We will keep **your** personal information only for as long as **we** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

We will share **your** information if **we** are required to by law. **We** may share **your** information with enforcement authorities if they ask us to, or with a third party in the context of actual or threatened legal proceedings, provided **we** can do so without breaching data protection laws.

If **you** have any concerns about how **your** personal data is being collected and processed, or wish to exercise any of **your** rights detailed in **our** [Privacy Notice](#), please contact **our** Data Protection Officer at:-

China Taiping Insurance (UK) Co Limited, 2 Finch Lane, London EC3V 3NA

E-mail: dataprotectionofficer@uk.cntaiping.com

Tele: (0044) (0)20 7839 1888.

London Office

2 Finch Lane, London EC3V 3NA
Telephone: 020 7839 1888 Facsimile: 020 7621 1202

Manchester Office

Manchester One, 53 Portland Street, Manchester M1 3LD
Telephone: 0161 236 2631 Facsimile: 0161 237 9171