



# Combined Liability Insurance Policy Wording Version V2024.1

East Kent Underwriting Limited (EKU). Registered in England and Wales No: 04195457. Registered Office: 2nd Floor, Knightrider Chambers, 12 Knightrider Street, Maidstone, Kent ME15 6LP

EKU is authorised and regulated by the Financial Conduct Authority (FCA No. 305448)

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## Important Information

This **Policy** provides a range of potential covers arranged in **Sections**. It is designed to allow **You** and/or **Your Broker** to select cover suitable for the demands and needs of **Your Business**. The **Sections** of cover **You** have chosen for **Your Business** are stated in the **Schedule**, which forms part of this contract. The contents table at the beginning of this **Policy** will help **You** find **Your** way around

**Your Policy** is subject to **Endorsements**, which may add conditions or exclusions or make other amendments to this **Policy** which are specific to **Your Business**

It is important that **You**:

- read and review any information **You** or **Your Broker** provide to **Us**, including any **Statement of Fact** if applicable, and ensure that it is correct, complete and free of any misrepresentation
- check that **Your Policy** (including any **Endorsements**), the **Sections**, **Schedule**, and **Limits of Indemnity** are those which **You** have requested
- understand the **Endorsements**, General Exclusions (such as the Cyber Exclusion) and the specific Exclusions applying to each **Section**, to ensure they are compatible with **Your Business**
- understand and comply with **Your** duties under this **Policy**
- if any part of **Your Policy** requires an amendment please return for correction to **Your Broker**

Alterations in the cover required after this **Policy** is issued will be confirmed by a separate **Endorsement** and/or **Schedule**. **You** should keep these with **Your Policy** document in a safe place in case **You** need to refer to it

## About East Kent Underwriting

East Kent Underwriting Limited (EKU) is registered in England and Wales with registered number 04195457 and its registered office at 2<sup>nd</sup> Floor, Knightrider Chambers, 12 Knightrider Street, Maidstone, Kent ME15 6LP. EKU is authorised and regulated by the Financial Conduct Authority, FRN 305448. **You** can check **Our** details on the Financial Services Register at <https://register.fca.org.uk/s/>

In issuing this **Policy**, EKU will be acting under an authority given to it by the **Insurers**. This means that when issuing this **Policy**, EKU will be acting as an agent for the **Insurers**, not for **You**

### Our contact details are:

2nd Floor, Knightrider Chambers  
12 Knightrider Street  
Maidstone  
Kent  
ME15 6LP  
T: 01622 688 487  
E: [central@e-k-u.co.uk](mailto:central@e-k-u.co.uk)

## About the Insurers

The insurance provided by this **Policy** is underwritten by Chaucer Insurance Company DAC (Chaucer) is registered in the Republic of Ireland with registered number 587682 and its registered office at The Greenway, 112-114 St Stephen's Green, Dublin 2, DO2TD28, Ireland. Chaucer is authorised and regulated by the Central Bank of Ireland

Chaucer Insurance Company Designated Activity Company UK Branch (No. BR019729) is a branch of Chaucer Insurance Company Designated Activity Company, authorised by the Central Bank of Ireland, and subject to limited regulation by the Financial Conduct Authority

### Chaucer's contact details are:

The Greenway  
112-114 St Stephen's Green  
Dublin 2  
DO2TD28  
Ireland  
T: +353 1 567 5580

**You** should contact East Kent Underwriting in the first instance in relation to this insurance

## Cancellation

Should **You** decide to cancel this **Policy** **You** can do so at any time by notifying **Your Broker**

If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the premium

However, if **You** make a claim or if **We** are notified of circumstances which may give rise to a claim a refund of premium may not be given

### Your cancellation rights

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

If **You** decide to cancel this **Policy** and **You** provide **Us** with **Your** written instruction before the start of the **Period of Insurance** and no cover is to be provided by **Us**, **You** will be entitled to a full refund of the premium

#### During the cooling-off period of fourteen (14) days

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

To cancel this **Policy** please write to **Your Broker** to confirm **Your** requirements

Upon receiving **Your** instructions **We** will cancel this **Policy**:

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

If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the full premium

### After the cooling-off period

**You** may cancel this **Policy** at any time by giving notice in writing to **Your Broker**

Upon receiving **Your** instructions, **We** will cancel this **Policy** and provided there have been no claims or circumstances that have occurred which may give rise to a claim under this **Policy**, **You** will be entitled to a refund of premium paid less a deduction for any time **We** have provided cover. This is calculated in proportion to the time **We** have provided cover unless a minimum premium has been accepted by **You** increases this calculated amount

Cancellation outside the cooling-off period will also incur an additional charge, as stated in the **Schedule**, to cover the administrative cost accepted by **You** for providing the insurance

### Our cancellation rights

**We** can cancel this insurance by giving **You** thirty (30) days' notice in writing. **We** will only do this for a valid reason

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

1. non-payment of premium in which case cancellation is effective from the start date of the **Period of Insurance**. This has the same effect as if **You** have never had any cover or protection from this **Policy**
2. a change in risk occurring which means that **We** can no longer provide **You** with insurance cover
3. **Your** non-cooperation or failure to supply any information or documentation **We** request
4. **Your** threatening or abusive behaviour or use of threatening or abusive language

If this **Policy** is cancelled then, provided a claim or the possibility of a claim has not been notified to **Us**, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered and **You** will incur an additional charge, as stated in the **Schedule**, to cover the administrative cost as accepted by **You** for providing the insurance

If **We** decide to cancel this **Policy** **We** will do so by sending **You** a letter of cancellation to **Your** last known address

### Choice of law

This **Policy** is a legal contract between **You** and **Us**. **We** provide this insurance in return for the premium **You** have paid or have agreed to pay. **We** and **You** are free to choose the law applicable to this **Policy**. Unless specifically agreed otherwise, this **Policy** will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England

### Complaints

**We** are committed to providing a high level of service, but if **You** believe that **We** have not delivered the service **You** expected from **Us**, please let **Us** know so that **We** can put things right

### If Your complaint is about the way a Policy was sold to You

If **Your** complaint is about the way a **Policy** was sold to **You**, please contact the **Broker** who sold the **Policy** to **You**

### If Your complaint is about Your insurance

Please contact:

East Kent Underwriting Limited,  
2nd Floor, Knightrider Chambers  
12 Knightrider Street  
Maidstone  
Kent  
ME15 6LP  
T: 01622 688 247  
E: [central@e-k-u.co.uk](mailto:central@e-k-u.co.uk)

**We** will contact **You** within three (3) working days of receiving **Your** complaint to inform **You** of what action **We** are taking. **We** will try to resolve **Your** complaint within eight (8) weeks. If it will take **Us** longer, **We** will explain why and let **You** know when **You** can expect **Our** final response

### If Your complaint is about Your claim

Please contact:

Crawford TPA  
Second Floor  
Ashton House  
499 Silbury Boulevard  
Milton Keynes  
MK9 2AH  
E: [chaucer@broadspiretpa.co.uk](mailto:chaucer@broadspiretpa.co.uk)  
T: 01908 300454

### Referring Your complaint to the Financial Ombudsman Service

If **You** are not happy with **Our** response to **Your** complaint, or **You** have not received a response within eight (8) weeks of the date **We** received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service

The Financial Ombudsman Service can review complaints from 'eligible complainants', but **Your** complaint must be submitted to them within six (6) months of receiving **Our** final response

Further information can be found at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman Service exists to help resolve complaints when **We** have not been able to resolve matters to **Your** satisfaction. The service they provide is free and impartial. **You** can contact the Financial Ombudsman Service using the following details:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR  
T: 020 7964 1000

F: 020 7964 1001

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

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

This complaints procedure does not affect **Your** legal rights

### Compliance with terms and conditions

**You** must comply with all terms and conditions in this **Policy** and, if **We** request it, provide such proof of compliance at **Your** expense as **We** may reasonably require. **You** will be liable to **Us** for loss caused by any breach of terms or conditions, which may include any increase in **Our** liability under this **Policy** caused by **Your** breach

### Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party that exists or is available apart from that Act

### Financial Services Compensation Scheme

The **Insurer** is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** are unable to meet **Our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. Such claims are protected for 90% without any upper limit. For compulsory classes of insurance, the claim will be met in full. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request, or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

FSCS contact details:

Financial Services Compensation Scheme

PO Box 300

Mitcheldean

GL17 1DY

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

T (for UK callers): 0800 678 1100 (freephone)

T (for callers from abroad): +44 (0) 20 7741 4100

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

### Non-payment of premium

In the event that **You** do not pay the promised premium to **Your Broker** or **Us** within the agreed time limit for such payment this **Policy** will be cancelled from its start date which means that **You** have never had any cover or protection from this **Policy**

If **Your Policy** is cancelled, **We** will send **You** a letter of cancellation to **Your** last known address

### Notifying any changes during the Policy period

**Your** failure to promptly notify **Us** of changes in the information **You** have provided may adversely affect **Your Policy** or **Your** ability to make any claim, in whole or part. Claims arising from or connected to a material change to **You** or **Your Business** or the risks insured, as compared to the information **You** declared at the inception of this **Policy** may be excluded unless covered by an express extension or **Endorsement** to this **Policy**



If **You** become aware at any time during the **Period of Insurance** of material changes to the information **You** provided to **Us** (for example, due to new developments in **Your Business**), **You** or **Your Broker** must inform **Us** as soon as reasonably practicable

**We** will be entitled to revise the premium and/or the terms of this **Policy** (retrospectively if appropriate), to reflect the material change and/or to exercise **Our** right to cancel this **Policy**. If **You** are late in notifying **Us** of any inaccuracy or material change and **We** would have cancelled this **Policy** if **You** had notified **Us** as soon as reasonably practicable, **We** will be entitled to treat this **Policy** as if it had been cancelled by **Us** after **You** should have notified **Us**

Once **We** have been notified of any material change, **We** will advise **You** if this affects **Your Policy**. **You** will pay any additional premium due and confirm **Your** acceptance of any amended terms within thirty (30) days of being notified of such changes by **Us**. **We** may decide simply to note the change for the purpose of review prior to renewal

### Personal information

In this clause only, the use of “**We**”, “**Our**” or “**Us**” means EKU and the **Insurer** unless specified otherwise

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

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit

This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have

In certain circumstances, **We** may need **Your** consent to process certain categories of information about **You** (including sensitive details such as information about **Your** health and any criminal convictions **You** may have). Where **We** need **Your** consent, **We** will ask **You** for it separately. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time. However, if **You** do not give **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims

The way insurance works means that **Your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law

Where **You** provide **Us** or **Your Broker** with details about other people, **You** must provide this notice to them

**You** have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information, please in the first instance contact **Your Broker** that arranged **Your** insurance who will provide **You** with **Our** contact details

The **Insurer's** privacy notice is accessible at [www.chaucergroup.com/privacy-cookie\\_policy/](http://www.chaucergroup.com/privacy-cookie_policy/)

### Policy administration fees

**We** will charge **You** an administration fee if **We**:

1. make any changes to **Your Policy** on **Your** behalf, or
2. agree to cancel **Your Policy**

Please ask **Your Broker** for details of charges that apply

### Policy interpretation

Certain words have common special meanings which are set out under General Definitions applicable to all **Sections** and additionally under Definitions within particular individual **Sections**, where they are specific to that **Section**

All titles and headings in this **Policy** do not form part of the terms and conditions and are for reference purposes only

References to a statute will be construed to include all amending or replacement Acts of Parliament, Statutory Instruments and Regulations and, in other jurisdictions within the territorial limits, any equivalent statutes or laws

Words in the singular shall include the plural and vice versa

Words importing the masculine will import the feminine and the neutral

### Sanctions

**We** shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation

### Several liability

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

### Your duty of fair presentation

**We** have relied on the information **You** have given **Us** in setting the terms and premium for this **Policy**. **You** owe **Us** a duty of fair presentation under the Insurance Act 2015. To comply with this duty, it is very important that:

- **You** provide **Us** with all material information in a clear and accessible form, having made reasonable searches and enquires of all information available to **You** (including information held by third parties, such as agents, service providers or anyone insured by the **Policy**)
- the information **You** provide, including **Your** answers to any **Statement of Fact** and all other information **You** provide, is correct, complete and free of any misrepresentation
- any statements of opinion, expectation or belief are made in good faith

**Your** duty of fair presentation applies at commencement, renewal and whenever making any changes to **Your Policy**

If **You** breach **Your** duty of fair presentation, **You** may adversely affect **Your Policy** and **Your** ability to make any claim:

1. If **You** breach is deliberate or reckless and **We** show that if **You** had complied with **Your** duty **We** would not have entered into this **Policy**, or would only have done so on different terms, **We** will be entitled to treat this **Policy** as if it had never existed, refuse to pay all claims, reclaim any sums paid to **You** and need not return the premium paid
2. If **You** breach is neither deliberate nor reckless and **We** show that if **You** had complied with **Your** duty:
  - a) **We** would not have entered into this **Policy**, **We** will be entitled to treat this **Policy** as if it had never existed, refuse to pay all claims, reclaim any sums paid to **You** and return the premium paid
  - b) **We** would only have entered into this **Policy** on different terms, **We** will be entitled to:
    - i) treat this **Policy** as if it had been entered into on those different terms
    - ii) reduce any claim in the same proportion as the premium actually charged bears to the higher premium that would have been charged
3. **We** and/or **Your Broker** will write to **You** if **We** intend to treat **Your Policy** as if it never existed or amend the terms of **Your Policy**

### Your duties under the Policy

The **Policy** includes details of what **You** must do in order to comply with the terms on which **We** provide cover. Each **Section** includes details of **Your** duties applying to that specific **Section**, including some duties which apply only to specific extensions of cover. The General Conditions and General Exclusions include duties which apply to more than one **Section**

**You** must take time to understand **Your** duties in relation to this **Policy**. If **You** overlook or fail to comply with **Your** duties **You** may adversely affect **Your Policy** or **Your** ability to make any claim, in whole or part

The Making a Claim Section includes duties relating to the claim process

## Making a Claim

This part of **Your Policy** explains how to make a claim and explains **Your** obligations relating to the claims process

### Our Claims Commitment to You

**We** aim to provide **You** with an efficient and easy to use claims service. To do this, **We** may use specially selected companies to deal with **Your** claim on **Our** behalf

**We** will, throughout the claims process:

- act with honesty and integrity.
- keep **You** informed of any significant developments regarding the status of **Your** claim.
- inform **You** if **We** cannot deal with any part of **Your** claim and provide a clear explanation of the reasons why.
- provide **You** with the highest level of customer care at all times

Where **Our** consent is required prior to incurring costs or taking other action relating to any claim, **We** will not unreasonably withhold or delay providing **You** with consent. This process protects **You** from incurring costs or taking action that is not covered by this **Policy**

### Fraudulent Claims and Dishonest Acts

If **You**, or anyone acting on **Your** behalf, make a fraudulent or fraudulently exaggerated claim under this insurance, or otherwise seek dishonestly to deceive **Us** during the course of any claim, **We**:

1. will not be liable to pay the claim; and
2. may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
3. may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent or dishonest act

If **We** exercise **Our** rights under 3 above **We**:

- a) shall not be liable to **You** for any relevant event which occurs after the time of the fraudulent or dishonest act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (for example – if a loss is incurred or **You** make a claim or if **We** are notified of circumstances which may give rise to a claim); and
- b) need not return any premium paid

### Conduct and Control of Claims

**You** must:

1. give **Us** notice in writing as soon as reasonably practicable, and in any event within thirty (30) days, after **You** become aware of any occurrence, third party claim or other circumstances which may give rise to a claim under this **Policy**
2. notify **Us** as soon as reasonably practicable, and in any event within seven (7) days, after receipt of any claim form, summons or other process served upon **You** which may give rise to proceedings covered by this **Policy**
3. take all reasonably practicable steps to mitigate or reduce further **Damage** or **Bodily Injury** at **Your** own expense (some or all such expense may be recoverable depending upon the terms of this **Policy**)
4. not admit liability either verbally or in writing even if asked to do so by a third party
5. not make or give any offer, promise, payment or indemnity in relation to any claim without **Our** prior written consent

6. not waive any subrogation rights against a third party without **Our** prior written consent
7. promptly provide **Us** or **Our** chosen specialist claims handlers, legal advisers and consultants with any information, assistance or cooperation which **We** or they may reasonably require in connection with investigating or verifying the claim and, if demanded, a statutory declaration of the truth of the claim and any connected or related matters
8. pay any applicable **Excess** when requested by **Us**
9. not abandon **Property** except as authorised or required by **Us**

### Defence and Discharge of Claim

At **Our** discretion **We** may:

1. take full responsibility for conducting, defending or settling any claim in **Your** name
2. take any action **We** consider necessary to enforce **Your** rights to defend any claim under this **Policy**
3. at any time pay up to the **Limit of Liability** or any lesser amount for which a loss can be settled and **We** shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment

### Arbitration

After **We** have accepted liability in writing should there be a dispute between **You** and **Us** as to the amount to be paid this shall be referred to and finally resolved by arbitration under the LCIA (London Court of International Arbitration) Rules, which Rules are deemed to be incorporated by reference to this clause

The number of arbitrators shall be one

The seat, or legal place, of arbitration shall be London

The language to be used in the arbitral proceedings shall be English

The governing law of this **Policy**, and which shall be applied by the arbitrator to any dispute, is the substantive law of England and Wales

### Subrogation

**We** are entitled to in **Your** name:

1. take the benefit of **Your** rights against another person prior to or after **We** have paid a claim
2. take over the conduct, defence or settlement of a claim against **You** by another person

**You** must promptly provide **Us** or **Our** chosen specialist claims handlers, legal advisers and consultants with any information, assistance or cooperation which **We** or they may reasonably require in connection with 1 or 2 above

### How to report a claim

Should **You** need to report or make a claim to **Us**, please contact **Our** specialist claims handler Crawford & Company, whose details are below. **You** may if **You** wish also advise **Your Broker** to do this on **Your** behalf

Crawford TPA  
Second Floor  
Ashton House  
499 Silbury Boulevard  
Milton Keynes  
MK9 2AH  
E: [chaucer@broadspiretpa.co.uk](mailto:chaucer@broadspiretpa.co.uk)  
T: 01908 300454

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

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

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

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

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

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

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

## General Definitions Applicable to All Sections

The words defined below will have the same meaning wherever they appear in bold capital letters within the **Policy**, the **Schedule** and the **Endorsements** and Extensions

These general definitions apply to all **Sections** of the **Policy** unless otherwise stated in the relevant **Section**. In addition, there are some definitions particular to individual **Sections** of the **Policy**. You will find these at the beginning of each relevant **Section**

**Act of Terrorism** means the actual or threatened:

- a) use of force or violence against persons or **Property**, or
- b) commission of an act dangerous to human life or **Property**, or
- c) commission of an act that interferes with or disrupts an electronic or communication system undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government power, authority or military force, when any of the following applies:
  - i) the apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy, or
  - ii) the apparent intent or effect is to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments, or
  - iii) the apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture

**Bodily Injury** means:

- a) death, illness or disease, or
- b) physical or mental injury, mental anguish or shock

**Broker** means the broker who arranged this insurance on **Your** behalf

**Business** means **Your Business** as described in the **Schedule** and shall include:

- a) the provision and management of catering, social, sports, educational, medical, dental and welfare organisations for the benefit of **Your Employees** and fire, security, first aid and ambulance services
- b) repair or maintenance of vehicles or plant, owned or used by **You**
- c) the ownership, repair, maintenance and decoration of **Your** premises
- d) participation in exhibitions held in the **United Kingdom** and/or member countries of the European Union in connection with the **Business** specified in the **Schedule**
- e) private work carried out by any of **Your Employees** (with **Your** consent) for any of **Your** directors, partners or senior officials

**Compensation** means all sums which **You** shall be legally liable to pay as compensation and claimants' costs and expenses, other than fines or penalties, punitive, exemplary or aggravated damages, or any additional damages resulting from the multiplication of compensatory damages

**Computer System** 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 or operated by **You** or any other party

**Contractual Liability** means liability which attaches by virtue of a contract or agreement, but only to the extent to which it would not have attached in the absence of such contract or agreement

**Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**

**Cyber Incident** means: any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or any 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**

**Damage** means loss of, damage to or destruction

**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**

**Employee** means:

- a) any person under a contract of service or apprenticeship with **You**
- b) any labour master or labour only subcontractor, or person supplied or employed by them
- c) any self-employed person working for and under **Your** control
- d) any person under a contract of service or apprenticeship with another employer who is hired to or borrowed by **You**
- e) a prospective employee, who is undergoing practical work experience, whilst being assessed by **You** as to their suitability for employment
- f) any person engaged under a work experience, government training or similar scheme
- g) any person who is an outworker or home worker, employed under a contract to personally carry out work in connection with the **Business**, while they are engaged in that work
- h) any person who is a voluntary helper while working under **Your** supervision and control

and in connection with the **Business**

**Endorsement(s)** means a change in the terms and conditions of this **Policy** that can extend or restrict cover

**Excess** means the total amount payable by **You**, or any other person entitled to reimbursement, in respect of any **Damage to Property** arising out of any one event, or all events of a series or attributable to one source or original cause, before **We** shall be liable to make any payment

**Insurer** means Chaucer Insurance Company DAC

**Limit of Liability** means the limit as specified in the **Schedule** and is the maximum amount payable by **Us**

With regard to the Employers' Liability and Public Liability **Sections**, the **Limit of Liability** shall apply to the total sum of all claims arising out of one originating cause, irrespective of the number of claims or claimants



With regard to the Products Liability **Section**, the **Limit of Liability** shall apply as an aggregate limit in respect of the total sum of all claims, regardless of the number of events occurring during the **Period of Insurance**

**Period of Insurance** means the period shown in the **Schedule** plus any extensions to the period which may be granted by **Us**

**Policy** means the contract of insurance which comprises of the **Schedule**, terms, exclusions, conditions, applicable active **Policy Sections** together with **Endorsements**

**Pollution** means:

- a) the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic or hazardous chemicals, liquids or gases, waste materials, other irritants, contaminants or pollutants, into or upon buildings, structures, land, water or the atmosphere; and
- b) all loss, **Damage to Property**, or **Bodily Injury**, caused by or arising from such **Pollution** or contamination as described in clause a) above

**Product Supplied** means any product or item (including containers, packaging or labelling) sold, supplied, erected, repaired, altered, treated, installed, processed, manufactured, tested, serviced, hired out, stored, transported, or delivered by or through **You**, in the course of the **Business** in or from the **United Kingdom**

**Property** means material or physical property

**Schedule** means the document entitled **Schedule** that relates to and forms part of this **Policy**

**Section** means the part of this **Policy** which states the detail of the coverage provided and shown as operative in the **Schedule**

**Statement of Fact** means the information provided at the time of the quotation or mid-term alteration, any information given by **You** or on **Your** behalf and any other information detailed on the proposal form

**United Kingdom** means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man

**We / Us / Our** means ECU acting under a binding authority as an agent of the **Insurer**

**You / Your / Insured** means the person or persons or corporate body or bodies named as the **Insured** in the **Schedule**

## General Conditions Applicable to All Sections

The following clauses and warranties apply to the whole of **Your Policy** (unless otherwise stated)

**You** must comply with all of these clauses and warranties. If **You** do not, **Your** insurance may not be valid or may not cover **You** fully

### Contribution

If, at the time of any event to which this **Policy** applies, **You** are entitled to cover under any other insurance(s) except in respect of any amount for which **You** would otherwise be entitled to reimbursement under this **Policy** beyond the amount for which **You** are entitled to cover under such other insurance, **We** will not be liable under this **Policy**

### Discharge of Liability

**We** may at any time at **Our** sole discretion:

- a) under the Employers' Liability **Section**, pay to **You** the **Limit of Liability** (less any sum or sums already paid in respect of **Compensation** and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim, or claims against **You** can be settled and **We** shall not be under any further liability in respect of such claim or claims
- b) under the Public Liability and Products Liability **Sections**, pay to **You** the **Limit of Liability** (less any sum or sums already paid in respect of **Compensation**) or any lesser sum for which the claim, or claims against **You** can be settled and **We** shall not be under any further liability in respect of such claim or claims, except for other costs and expenses for which **We** may be responsible incurred prior to such payment

In the event that a settlement is made with any party in excess of the **Limit of Liability**, **Our** liability, under the Public Liability and Products Liability **Sections**, for costs and expenses under the Defence Costs and Expenses extension, shall be in the same proportion that the **Limit of Liability** bears to the sum which would be payable by **Us** but for the **Limit of Liability**

### Excess

If any payment made by **Us** includes any amount for which **You** or any other person entitled to reimbursement are responsible, such amount shall be repaid to **Us** as soon as practicably possible

### Premium Adjustment

Where the premium is provisionally based on **Your** estimates, **You** shall keep accurate records and, within ninety (90) days of the expiry of the **Period of Insurance**, declare such particulars as **We** may require. The premium shall then be adjusted by **Us** at the rate agreed and any difference paid by or allowed to **You** as the case may be. Where such estimates include remuneration to **Employees**, the required declaration shall also include remuneration to all persons defined as **Employees** by this policy. Failure to declare such particulars to **Us** shall entitle **Us** to estimate, if they so wish, such particulars and to assess further premium payment due calculated on such estimated particulars

## General Exclusions Applicable to All Sections

This **Policy** does not apply to or include cover for or arising out of or relating to:

### Advice for a Fee

advice, design or specification provided, or professional services rendered, by **You** or on **Your** behalf for a fee. This exclusion shall not apply to the Employers' Liability **Section**

### Asbestos

asbestos, or any materials containing asbestos, in whatever form or quantity. This exclusion shall not apply to the Employers' Liability **Section**

### Communicable Disease Exclusion

Notwithstanding any provision to the contrary within this **Policy**, this **Policy** does not cover all actual or alleged loss, liability, **Damage**, **Compensation**, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**

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

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

- 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, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c) the disease, substance or agent can cause or threaten **Bodily Injury**, illness, emotional distress, damage to human health, human welfare or **Property Damage**

This exclusion shall not apply to the Employers' Liability **Section**

### Contractual Liability

- a) under the Public Liability **Section** against **Contractual Liability** unless the sole conduct and control of claims is vested in **Us**, but **We** shall not in any event provide reimbursement in respect of liquidated damages or liability under any penalty clause
- b) under the Products Liability **Section** against **Contractual Liability**, other than liability arising out of a condition or warranty of goods implied or imposed by statute

This exclusion shall not apply to the Employers' Liability **Section**

### Cyber and Data Liability

Notwithstanding any provision to the contrary within this **Policy** or any **Endorsement** thereto this **Policy** does not apply to any loss, **Damage**, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

- a) **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**; or

- b) loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**; regardless of any other cause or event contributing concurrently or in any other sequence thereto

In the event any portion of this **Endorsement** is found to be invalid or unenforceable, the remainder shall remain in full force and effect. This **Endorsement** supersedes any other wording in the **Policy** or any **Endorsement** thereto having a bearing on a **Cyber Act, Cyber Incident** or **Data**, and, if in conflict with such wording, replaces it

If **We** allege that by reason of this **Endorsement** that loss sustained by **You** is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**. This exclusion shall not apply to the Employers' Liability **Section**

### **Jurisdiction**

any claim brought against **You** within the jurisdiction of the United States of America or Canada, or in any country or territory which operates under the laws of the United States of America or Canada, or in respect of any order made anywhere in the World to enforce a judgment, award or settlement in respect of any such claim

### **Pollution**

- a) **Pollution**
- b) for the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances

unless arising from **Pollution** which is caused by a sudden, identifiable, unintended and unexpected incident, which takes place in its entirety at a specific time and place during the **Period of Insurance** and provided that:

- i) all **Pollution** which arises out of such incident shall be treated as having occurred at the time such incident takes place
- ii) **Our** liability, for all **Compensation** under the Public Liability and Products Liability **Sections**, payable in respect of all **Pollution** which is treated as having occurred during any one **Period of Insurance**, shall not exceed, in the aggregate, the **Limit of Liability** for the Public Liability **Section** (or the Products Liability **Section** if the Public Liability **Section** is not operative)

This exclusion shall not apply to the Employers' Liability **Section**

### **Radioactive Contamination**

- a) ionising radiations, or contamination by radioactivity, from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly, or nuclear component thereof

### **War and Similar Risks**

- a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power, or confiscation, nationalisation, requisition, or **Damage to Property** by, or under the order of any government or public authority
- b) **Act of Terrorism**

or any action taken in controlling, preventing, suppressing or in any way relating to any of the above. Exclusion b) shall not apply to the Employers' Liability **Section**

## Extensions Applicable to All Sections

The insurance coverage provided by this **Policy** is extended to include the following:

### Costs of Court Attendance

In the event of any of the persons mentioned below attending court as a witness at **Our** request, in connection with a claim in respect of which **You** are entitled to reimbursement under this **Policy**, **We** will reimburse **You**, at the following rates per day, for each day on which attendance is required:

- a) any of **Your** directors or partners: GBP 250
- b) any **Employee**: GBP 100

### Cover for Other Persons

**We** will also reimburse, as if a separate **Policy** had been issued to each:

- a) of **Your** legal personal representatives, or of any other person entitled to reimbursement under this **Policy**, but only in respect of liability incurred by **You** or by such other person
- b) under the Employers' Liability and Public Liability **Sections** any person, employer, firm, company, ministry or authority for whom **You** are carrying out a contract or agreement for the performance of work, but only to the extent required by the contract or agreement for work
- c) any owner of plant hired to **You**, but only to the extent required by the conditions of the contract or agreement of hire
- d) at **Your** request:
  - i) any officer or member of **Your** catering, social, sports, educational, medical, dental and welfare organisations, and fire, security, first aid and ambulance services, in their respective capacity as such, but not any medical or dental practitioner in respect of medical or dental services provided
  - ii) any of **Your** directors, partners or **Employees**, while acting in reimbursement under this **Policy** if the claim for which reimbursement is being sought had been made against **You**

Provided that:

- 1) any persons specified above shall, as though they were **You**, be subject to the terms, conditions, exclusions and limitations of this **Policy**
- 2) nothing in this clause shall increase **Our** liability to pay any amount exceeding the **Limit of Liability** of the operative **Section**, regardless of the number of persons claiming to be covered

### Cross Liabilities

If **You** comprise of more than one party, **We** will, under the Public and Products Liability **Sections**, provide reimbursement to each such party in the same manner and to the same extent as if a separate **Policy** had been issued to each of them

Provided that nothing in this clause shall increase **Our** liability to pay any amount exceeding the **Limit of Liability** of the operative **Section**, regardless of the number of persons claiming to be covered

### Defence Costs and Expenses

**We** will provide reimbursement in respect of all:

- a) costs incurred, with **Our** written consent, in respect of legal representation at any:
  - i) coroner's inquest, or other inquiry in respect of any death
  - ii) proceedings in any court, in respect of any act or omission causing, or relating to, any occurrence
- b) other costs and expenses, incurred with **Our** written consent, in relation to any matter which may be the subject of reimbursement under any **Section** of this **Policy**

### Legal Expenses Arising from Health and Safety Legislation

In the event of:

- a) any act or omission, or alleged act or omission, 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** and/or
- b) an incident which results in an inquiry ordered under the Health and Safety inquiries (Procedure Regulations 1975)

**We** will provide reimbursement, up to an amount not exceeding GBP 5,000,000, against legal fees and expenses incurred in representing **You** in such proceedings, including an appeal against the result of such proceedings, as long as the proceedings relate to an act, omission, 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 the **Business**

## Section 1: Employers' Liability

### What is covered

In the event of **Bodily Injury** sustained by any **Employee**, which arises out of and in the course of their employment by **You** within the **Business**, and occurring during the **Period of Insurance**:

- a) within the **United Kingdom**; or
- b) elsewhere in the world in respect of temporary non-manual visits by any **Employee** normally resident in the **United Kingdom**

**We** will reimburse **You** in respect of **Compensation** arising out of such event

### What is not covered

This **Policy** does not apply to or include cover for or arising out of or relating to:

#### Offshore

**Bodily Injury** to an **Employee** from the time of embarkation by that **Employee**, onto a conveyance at the point of final departure to an offshore rig or offshore platform, until disembarkation by that **Employee** from a conveyance onto land, upon return from an offshore rig or offshore platform

#### Road Traffic Act

**Bodily Injury** to an **Employee** in circumstances where compulsory insurance, or security, is required by **Road Traffic Act** legislation

#### Workman's Compensation, Social Security or Health Insurance Legislation

any amount payable under workman's compensation, social security, or health insurance legislation

### Conditions applicable to Section 1: Employers' Liability

#### Employers' Liability Compulsory Insurance

The cover granted by this **Section** is in accordance with the provisions of any law, enacted in the **United Kingdom**, relating to compulsory insurance of liability to **Employees**. If however, **We** pay any sum which would not have been paid but for the provisions of such law, **You** shall repay such sum to **Us**

#### Limit of Liability

**Our** liability for **Compensation** shall not exceed the **Limit of Liability**, provided that:

- a) the **Limit of Liability** shall not exceed GBP 5,000,000 (not as otherwise shown in the **Schedule**) in the event of an **Act of Terrorism**
- b) the **Limit of Liability** shall not exceed GBP 5,000,000 (not as otherwise shown in the **Schedule**) in respect of any event arising or resulting from, or in any way involving asbestos, or any materials containing asbestos, in whatever form or quantity
- c) unless otherwise stated in this **Policy** or any following **Endorsement**, any costs and expenses in respect of which a reimbursement is provided by the Defence Costs and Expenses extension will be inclusive and not in addition to the **Limit of Liability**

#### Unsatisfied Court Judgements

In the event that:

- a) a judgment for damages is obtained against any company or individual, operating from premises within the **United Kingdom**, by any **Employee** in respect of **Bodily Injury** caused during any **Period of Insurance**, arising out of and in the course of their employment by **You** in the **Business**, and

- b) it remains unsatisfied, in whole or in part, six (6) months after the date of such judgment **We** will reimburse the **Employee** or their personal representative, up to the **Limit of Liability**, for the amount of damages and awarded costs which remain unsatisfied, as long as:
  - i) there is no appeal outstanding
  - ii) any payment made by **Us** shall only be in respect of **Bodily Injury** which would otherwise be within the scope of cover of this **Section**
  - iii) any payment made by **Us** shall only be in respect of liability for which **You** would have been entitled to reimbursement under this **Section**, if the judgment had been made against **You** and
  - iv) **We** shall be entitled to take over and prosecute, for **Our** own benefit, any claim against any other party and **You**, the **Employee**, or their personal representatives shall give all information and assistance required



## Section 2: Public Liability

### What is covered

#### Buildings Temporarily Occupied

Paragraph b) of the Damage to Property exclusion shall not apply to liability for **Damage** to buildings (including contents therein), which are not owned, leased or rented by **You**, but are temporarily occupied by **You** for the purpose of maintenance, alteration, extension, installation or repair

#### Data Protection Act

The cover provided by this Data Protection Act clause shall extend to apply in respect of **Compensation** for damages arising out of any claim under Section 168 of the Data Protection Act 2018 or its equivalent or successor legislation in the **United Kingdom**, not otherwise insured under this **Policy**

Cover in respect of such claims shall be available only under the terms and conditions of this extension and nowhere else in this **Policy**

Provided that:

- a) **Our** liability under this Data Protection Act clause for **Compensation**, costs and expenses, shall not exceed the amount stated as the **Limit of Liability** in the **Schedule**
- b) **You** have paid the correct amount of data protection fee where required by the Data Protection (Charges and Information) Regulations 2018 or its equivalent
- c) **We** shall not provide reimbursement:
  - i) against liability caused by or arising from a deliberate act or omission of any person entitled to reimbursement under this Data Protection Act clause, if the result of such act or omission could have been expected, the person covered having regard to the nature and circumstances of such act or omission
  - ii) for the costs of replacing, reinstating, rectifying, or erasing any Personal Data as defined by the Data Protection Act 2018
  - iii) against liability caused by or arising from any incident or circumstances, known to **You** at inception of this **Policy**, which may give rise to a claim
  - iv) against liability caused by or arising from the recording, processing, or provision of data for reward, or for the determining of the financial status of a person
  - v) for fines or penalties caused by or arising from the breach of privacy rules and legislation, including the Data Protection Act 2018, whether **Your** liability arises directly or indirectly
  - vi) against liability in respect of **Bodily Injury** or **Damage to Property**

#### Defective Premises Act

The cover provided by this **Section** shall extend to reimburse **You** in respect of liability arising from Section 3 of the Defective Premises Act 1972, or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in connection with any premises previously owned or occupied by **You** for purposes pertaining to the **Business** and which have since been disposed of by **You**

Provided that **We** shall not provide reimbursement against liability:

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

#### Insuring Clause

In the event of accidental:

- a) **Bodily Injury** to any person
- b) **Damage to Property**

- c) obstruction, trespass, nuisance or interference with any right of way, air, light or water, or other easement; or
- d) wrongful arrest, wrongful detention, false imprisonment or malicious prosecution

occurring during the **Period of Insurance**:

- i) within the **United Kingdom**
- ii) elsewhere in the world (other than the United States of America or Canada) arising out of business visits by directors or non-manual **Employees** normally resident in the **United Kingdom**, and
- iii) arising from and in the course of the **Business**

**We** will reimburse **You** in respect of **Compensation** arising out of such event

#### Leased or Rented Premises

Paragraph b) of the Damage to Property exclusion shall not apply and **We** will reimburse **You** in respect of liability for **Damage** to premises (including their fixtures and fittings) leased or rented to **You**

Provided that **We** shall not provide reimbursement against:

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

#### Motor Contingent Liability

Paragraph c) of the Liability Involving Transport Owned by You exclusion shall not apply and **We** will, within the terms of this **Section**, reimburse **You**, and no other for the purpose of this Motor Contingent Liability clause only, in respect of liability for **Bodily Injury**, or **Damage** to **Property**, caused by or arising from any motor vehicle or trailer attached thereto (not belonging to or provided by **You**) whilst being used in the course of the **Business**

Provided that **We** shall not provide reimbursement against liability in respect of **Damage**:

- a) to any such vehicle, or trailer, or **Property** conveyed in or on such vehicle or trailer
- b) for which reimbursement is provided by any other insurance and/or
- c) caused or arising whilst such vehicle or trailer is:
  - i) engaged in racing, pace-making, reliability trials, or speed testing, or
  - ii) being driven by **You**, or
  - iii) being driven with **Your** or **Your** representative's general consent, by any person who, to **Your** or **Your** representative's knowledge, does not hold a licence to drive such vehicle, unless such person has held and is not disqualified from holding or obtaining such a licence, or
  - iv) being used elsewhere than in the **United Kingdom**

#### Motor Vehicles

Paragraph c) of the Liability Involving Transport Owned by You exclusion shall not apply to liability caused by or arising from:

- a) the use of plant as a tool of trade at **Your** premises, or on any site at which **You** are working
- b) the loading or unloading of any vehicle, or the bringing to or taking away of a load from any vehicle
- c) **Damage** to any building, bridge, weighbridge, road, or to anything beneath caused by vibration, or by the weight of any vehicle or its load

Provided that **We** shall not provide reimbursement against liability:

- i) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle; or
- ii) for which reimbursement is provided by any other insurance

### **Movement of Obstructing Vehicles**

Paragraph c) of the Liability Involving Transport Owned by You exclusion shall not apply to liability caused by or arising from any vehicle (not owned or hired by or lent to **You**) being driven by **You**, or by any **Employee** with **Your** permission, whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians

Provided that:

- a) movements are limited to vehicles parked on or obstructing **Your** premises, or any site at which **You** are working
- b) the vehicle causing obstruction will not be driven by any person, unless such person is competent to drive the vehicle
- c) the vehicle causing obstruction is driven by use of the owner's ignition key

**We** shall not provide reimbursement against liability:

- i) in respect of **Damage** to such vehicle
- ii) in respect of which compulsory insurance or security is required under any legislation governing the use of a vehicle

### **Overseas Personal Liability**

**We** will, within the terms of this **Section**, reimburse:

- a) **You**
- b) at **Your** request:
  - i) **Your** director, partner or **Employee**, or
  - ii) any spouse or child of the persons stated in clause a) and b) above, who are accompanying such persons in respect of liability incurred by such persons in a personal capacity, in connection with an event occurring in a country outside of the **United Kingdom**, whilst on a temporary visit to such country in connection with the **Business**

Provided that:

- i) any person entitled to reimbursement under this Overseas Personal Liability clause shall, as though they were **You**, be subject to the terms and conditions of this **Policy** insofar as they can apply
- ii) nothing in this Overseas Personal Liability clause shall increase **Our** liability to pay any amount exceeding the **Limit of Liability**, regardless of the number of person(s) claiming to be covered
- iii) **We** shall not provide reimbursement against:
  - 1) any **Contractual Liability**, or
  - 2) liability for which cover is provided by any other insurance, or
  - 3) liability in respect of **Damage to Property** belonging to, or in the custody or under the control of any person entitled to reimbursement under this Overseas Personal Liability clause, or
  - 4) liability in respect of **Bodily Injury** to any person entitled to reimbursement under this Overseas Personal Liability clause, or
  - 5) the ownership or occupation of land or buildings, or
  - 6) the carrying on of any business, profession, trade or employment, or
  - 7) the ownership, possession or use of animals, other than horses or domestic dogs or cats

## What is not covered

This **Policy** does not apply to or include cover for or arising out of or relating to:

### Damage to Property

#### Damage to Property:

- a) belonging to **You**, or
- b) in **Your** or **Your Employees'** custody or control, other than personal effects (including vehicles and their contents) of any of **Your** visitors, directors, partners or **Employees**, or
- c) being that part of any **Property** on which **You**, or **Your Employee** or agent, is or has been working, where the **Damage** arises out of such work

### Injury to Employees

**Bodily Injury** to any **Employee**, arising out of and in the course of employment by **You** in the **Business**

### Liability involving Transport Owned by You

the ownership, possession or operation by **You**, or on **Your** behalf, of any:

- a) airlines, aircraft, aerodromes, airports or aviation risks, spacecraft, launch sites or other space risks; or
- b) hovercraft or watercraft, other than hand propelled watercraft or other watercraft not exceeding 8 (eight) metres in length; or
- c) mechanically propelled vehicles:
  - i) for which compulsory insurance, or security, is required under any legislation governing the use of the vehicle, or
  - ii) where cover is provided by any other insurance

### Products

any **Product Supplied**, after it has ceased to be in **Your** or **Your Employees'** custody or control, other than food or drink for consumption on **Your** premises

## Conditions applicable to Section 2: Public Liability

### Excess

**We** shall not provide reimbursement against liability for the **Excess** stated in the **Schedule**, other than in respect of **Damage** to premises (including their fixtures and fittings) leased or rented to **You**

### Limit of Liability

**Our** liability for **Compensation** shall not exceed the **Limit of Liability** as shown in the **Schedule**.

Unless otherwise stated in this **Policy** or any following **Endorsement**, any costs and expenses in respect of which reimbursement is provided by the Defence Costs and Expenses extension, will be inclusive and not in addition to the **Limit of Liability**

## Section 3: Products Liability

### What is covered

#### Consumer Protection Act

**We** will reimburse **You** and, at **Your** request, any of **Your** directors, partners or **Employees**, in respect of legal costs and expenses, incurred with **Our** written consent, in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987, including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection with such proceedings

Provided that:

- a) the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**

**We** shall not provide reimbursement in respect of:

- i) fines or penalties of any kind; or
  - ii) any circumstances for which cover is provided by any other insurance; or
  - iii) proceedings arising from a deliberate act or omission of any person entitled to cover under this Consumer Protection Act clause, if the result of such act or omission could have been expected, having regard to the nature and circumstances of such act or omission; or
  - iv) proceedings arising out of any activity or risk excluded from this **Policy**
- b) the director, partner or **Employee** shall, as though they were **You**, be subject to the terms, conditions, exclusions and limitations of this **Policy**

#### Insuring Clause

In the event of accidental:

- a) **Bodily Injury** to any person; and/or
  - b) **Damage to Property**
- occurring during the **Period of Insurance** anywhere in the world and caused by any **Product Supplied**, **We** will reimburse **You** in respect of **Compensation** arising out of such event

### What is not covered

This **Policy** does not apply to or include cover for or arising out of or relating to:

#### Aviation Products

any **Product Supplied**, which to **Your** knowledge, is for:

- a) use in or on any aircraft, or aero spatial device; or
- b) aviation or aero spatial purposes; or
- c) use in the safety or navigation of any sort

#### Damage to Products Supplied

**Damage** to, or the costs or expenses of recalling, repairing, replacing, altering, removing, rectifying, reinstating, or making any refund in respect of any **Product Supplied** caused by or arising from:

- a) a defect in, or the harmful nature or the unsuitability of such **Product Supplied**, or
- b) an error or fault in connection with the supply or presentation of such **Product Supplied**

#### Jurisdiction

any action brought against **You**, in any country outside of the **United Kingdom**, where **You** have a branch, or a parent or subsidiary company, or is represented by a person or company holding **Your** power of attorney

#### United States or America or Canada

any **Product Supplied** which, to **Your** knowledge, is for use in or supply to the United States of America or Canada

#### Your Custody or Control

any **Product Supplied** whilst in **Your** or **Your Employees'** custody or control

#### Conditions applicable to Section 3: Products Liability

##### Excess

**We** shall not provide reimbursement against liability for the **Excess** stated in the **Schedule**

##### Limit of Liability

**Our** liability for **Compensation** shall not exceed the **Limit of Liability** as shown in the **Schedule**. Unless otherwise stated in this **Policy** or any following **Endorsement**, any costs and expenses in respect of which reimbursement is provided by Defence Costs and Expenses extension, will be inclusive and not in addition to the **Limit of Liability**