



# Combined Liability General



# Combined Liability General Policy Wording

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## Important Information

### Policy Guide

Do not wait until **You** have a claim before **You** read and understand the **Policy**. Please read it now and keep it in a safe place.

In particular make sure that:-

- All the details shown in the **Schedule** are correct (let **Your** insurance advisor know immediately if any changes are necessary).
- **You** have read the conditions relating to those Sections covered including General Conditions.
- **You** understand the notes on how to make a claim as stated in the General Conditions and **Your** duties in respect of Ministry of Justice Portal Claims as outlined in this guide.
- **You** understand the notes on how to make a complaint as stated in the Complaints Section.
- **You** understand the importance of **Policy** conditions and in particular conditions precedent, which are explained below and are detailed within the **Policy** and **Your Schedule**

If **You** have any queries about the **Policy** or do not understand any part of it or feel that it does not meet **Your** requirements please contact **Your** insurance advisor who arranged this insurance.

This **Policy** has been issued to **You** based on the information supplied about **You, Your Business** and **Your Property** in the **Proposal Form** or **Statement of Fact** and other material information declared which forms the basis of the contract between **You** and the **Insurer**. It is therefore very important that **You** let **Your** insurance advisor who arranged this insurance know immediately of any changes that affect the information **You** have disclosed to **Underwriters**.

For example, in respect of legal liability exposures, any material alterations such as changes in **Your Business** that affect the information **You** have disclosed to **Underwriters**.



## Claims Information

In the event of a claim or any circumstances that is likely to result in a claim, in accordance with General Condition 2, **You** must immediately notify the following:-

Woodgate and Clark Ltd  
The Red House  
King Street  
West Malling  
Kent  
ME19 6QT.  
Tel: 01732 520273 or 01732 520270 outside office hours  
Email: [newclaim@woodgate-clark.co.uk](mailto:newclaim@woodgate-clark.co.uk)

## Ministry of Justice (MOJ) portal guidance for claims and the duties owed by You

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

### What to do if **You** receive a letter of claim or Claims Notification Form (CNF) from the claimant and/or claimant's representative

If **You** receive a letter of claim or Claims Notification Form (CNF) direct from the claimant or claimant's legal representative do not admit liability and simply acknowledge receipt of the communication. Where possible the acknowledgement should be via an electronic format (e-mail is preferred) and within 24 hours from receipt of the letter or CNF. In the acknowledgement please advise them **Your Insurer's** name and that their correspondence has been sent to Woodgate and Clark who are the **Insurer's** Appointed Claims Administrator.

After acknowledging the communication please send all correspondence immediately to Woodgate & Clark remembering to quote **Your Policy** number and name as shown on the **Schedule**.



## Complaints

If **You** are unhappy with any aspect of the handling of **Your** insurance **Underwriters** would encourage **You**, in the first instance, to seek resolution by contacting **Your** insurance adviser. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so by writing to

Country Manager, UK  
Victor Insurance  
Tower Place East  
London  
EC3R 5BU.

Email: [complaint@victorinsurance.co.uk](mailto:complaint@victorinsurance.co.uk)

Tel: +44 (0)333 010 0300

Making a complaint does not affect **Your** right to take legal action.

If **Your** complaint would be more appropriately handled by a third party or by **Your Insurers** the **Underwriters** will immediately pass **Your** complaint onto them and notify **You** of this.

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

Complaints Lloyd's  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Kent  
ME4 4RN

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

Tel: +44 (0)207 327 5693

Fax: +44 (0)207 327 5225

Details of Lloyd's complaints procedures are set out in a leaflet "How We Will Handle Your Complaint" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If **You** are not happy with the outcome of **Your** complaint, **You** may have the right to ask the Financial Ombudsman Service (FOS) to review **Your** case. **You** will need to contact them within six months of the date of the final decision letter.

**You** can also ask the Ombudsman to review **Your** case if **Underwriters** or **Insurers** have not provided **You** with a final decision within eight weeks of receiving **Your** complaint.



The Ombudsman can help with most complaints if **You** are:

- A consumer
- A business employing fewer than ten persons that has an annual turnover or balance sheet that does not exceed €2 million
- A charity with a turnover of less than £1 million
- A trustee of a trust with a net asset value of less than £1 million

If **You** are unsure whether the ombudsman will consider **Your** complaint, or for more information, please contact the Ombudsman directly at

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR.  
Email:  
Tel: +44 (0)800 023 4567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.fos.org.uk](http://www.fos.org.uk)

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

Victor Insurance underwrites on behalf of a select group of insurers who are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the Scheme if they are unable to meet their obligations to **You** under this contract of insurance. Further information about the Scheme can be obtained from

Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean  
GL17 1DY  
Tel: +44 (0)800 678 1100 or +44 (0)207 741 4100

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

### **Privacy Notice**

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

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

In certain circumstances, **We** or **Underwriters** may need **Your** consent to process certain information about **You** and this is explained in the privacy policy. Where **We** or **Underwriters** need **Your** consent, we will ask **You** for it specifically. **You** do not have to give **Your** consent, and **You** may withdraw **Your** consent at any time. However, if **You** do not provide **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274. Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority.



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, agents or brokers (when making applications), insurers, reinsurers, loss-adjusters (if you claim), sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detections agencies and compulsory insurance databases. **We** and **Underwriters** will only disclose **Your** personal information in connection with the insurance coverage that **We** provide and to the extent required or permitted by law.

### **If You Provide Other Peoples Details to Us**

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

### **If You Would Like More Information**

For more information about how **We** use **Your** personal information, please see **Our** privacy policy, which is available on **Our** website (<https://www.dtw1991.com/pages/privacy-policy>) and in other formats upon request.

For more information about how **Underwriters** use **Your** personal information, please see their privacy policy, which is available on their website (<https://www.marsh.com/uk/privacy-notice.html>) and in other formats upon request.

Additional information on how the insurance market uses data is provided by the Lloyd's Market Association ("LMA") in their Insurance Market Core Uses Information Notice.

### **Contacting Us and Your Rights**

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

The Data Protection Officer  
Coverys Managing Agency Ltd  
One Creechurch Place  
London  
EC3A 5AF

Tel: +44 (0)207 977 0800  
Email: [data.protection@coverys.co.uk](mailto:data.protection@coverys.co.uk)

### **Contacting Underwriters and Your Rights**

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



The Data Protection Officer  
Marsh Ltd  
Tower Place  
London  
EC3R 5BU

Tel: +44 (0)207 357 1000  
Email: [dataprotection@marsh.com](mailto:dataprotection@marsh.com)

## The Insurance Act 2015

This important legislation aims to balance both **Your, Underwriters** and **Insurers** interests.

It covers the following key areas:

- **Your** duty of fair presentation to **Underwriters**.
- The remedies available to **Underwriters** and **Insurers** where the duty to make a fair presentation has been breached.

This **Policy** is prepared in accordance with the Insurance Act.

## Your Duty of Fair Presentation

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

- **You** provide **Underwriters** 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 **Proposal Form** or **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 **Your** breach is deliberate or reckless and **Underwriters** or **Insurers** show that if **You** had complied with **Your** duty **Underwriters** or **Insurers** would not have entered into this **Policy**, or would only have done so on different terms, **Underwriters** or **Insurers** 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 **Your** breach is neither deliberate nor reckless and **Underwriters** or **Insurers** show that if **You** had complied with **Your** duty:



- (a) **Underwriters** or **Insurers** would not have entered into this **Policy**, **Underwriters** or **Insurers** 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) **Underwriters** or **Insurers** would only have entered into this **Policy** on different terms, **Underwriters** or **Insurers** 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) **Underwriters**, **Insurers** or **Your** insurance adviser, will write to **You** if **Underwriters** or **Insurers** intend to treat **Your Policy** as if it never existed or amend the terms of **Your Policy**.

## Helpful Information

### Material Information

**You** must search for all material information and disclose it to **Underwriters** without misrepresentation. Material information is anything which might reasonably influence **Underwriters** decision to offer **You** insurance or the terms (including the premium) on which any offer is made. It includes facts, circumstances, allegations and events. Material information includes special or unusual facts concerning **You** or **Your Business**, any particular concerns **You** may have which have led **You** to seek or increase **Your** insurance cover and any other facts relevant to the risk taken by **Underwriters**. **You** should assume that all information specifically sought by **Underwriters** is material, whether in a **Statement of Fact, Proposal Form** or otherwise.

### Notifying any changes or inaccuracies in information

**Your** failure to promptly notify **Underwriters** of inaccuracies or 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 situation which applied at the inception of this **Policy**, are excluded unless covered by an express extension or endorsement to this **Policy**.

If **You** become aware at any time during the **Period of Insurance** or at renewal that the information **You** provided to **Underwriters** is (or has become) inaccurate, or otherwise changes materially (for example, due to new developments in **Your Business**), **You** or **Your** insurance adviser must inform **Underwriters** as soon as reasonably practicable.

**Underwriters** will be entitled to revise the premium or the terms of this **Policy** (retrospectively if appropriate), to reflect the inaccuracy or material change, in addition to any rights **Underwriters** may have for any breach of **Your** duty of fair presentation, or to exercise **Underwriters** right to cancel this **Policy**. If **You** are late in notifying **Underwriters** of any inaccuracy or material change and **Underwriters** would have cancelled this **Policy** if **You** had notified **Underwriters** as soon as reasonably practicable, **Underwriters** will be entitled to treat this **Policy** as if it had been cancelled by **Underwriters** after **You** should have notified **Underwriters**.

Once **Underwriters** have been notified of any inaccuracy or material change, **Underwriters** will advise **You** if this affects **Your Policy**. **Underwriters** may decide simply to note the change for the purpose of review prior to renewal.



## Conditions and Conditions Precedent

Conditions are important and **You** must pay them special attention because they impose on **You** an obligation which **You** must comply with.

If a condition precedent to **Insurer's** liability under this **Policy** is not complied with, **Insurers** will not be liable for the claim in question.

**Insurers** will not rely upon a breach of any term to exclude, limit or discharge their liability if the breach could not have increased the risk of the **Loss or Damage** which actually occurred in the circumstances in which it occurred.

## The Health and Safety at Work etc. Act 1974

**Insurers** also remind **You** of **Your** obligations under the Health and Safety at Work Act etc. 1974 to protect the health safety and welfare of **Your Employees** which includes the provision of:

- workplace risk assessments
- full and effective training
- appropriate personal protective equipment (PPE)
- clear communications of health and safety procedures.

## The Data Protection Act 1998

It is understood by **You** that any information provided to **Underwriters** or **Insurers** regarding **You** will be processed by **Underwriters** or **Insurers** in compliance with the provisions of the Data Protection Act 1998 and any subsequent legislation or Act.

**Underwriters** or **Insurers** will use **Your** information to manage **Your** insurance **Policy** including underwriting and claims handling. This may include disclosing it to other insurers, third party suppliers, loss adjusters, reinsurers and Governmental bodies (hereafter referred to as the Group). **Your** information includes data about **Your** transactions. **Underwriters** or **Insurers** may use and share **Your** information with other members of the Group to help **Underwriters**, **Insurers** and them:

- assess financial and insurance risks
- recover debt
- prevent and detect crime
- develop services and systems.

**Underwriters** or **Insurers** do not disclose **Your** information to anyone outside the Group except:

- where **Underwriters** or **Insurers** have **Your** permission or;
- where **Underwriters** or **Insurers** are required or permitted to do so by Law or;
- to other companies who provide a service to **Underwriters**, **Insurers** or **You** or;
- where **Underwriters** or **Insurers** may transfer rights and obligations under this agreement.



### **Sensitive Information**

Some of the personal information **Underwriters** or **Insurers** ask **You** for may be sensitive personal data as defined by the Data Protection Act 1998 (such as information about criminal convictions and civil proceedings). **Underwriters** or **Insurers** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to provide the services described in the **Policy** documents.

### **Credit reference Agencies**

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

### **Fraud Prevention Agencies**

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

**Underwriters, Insurers** and other organisations may also access and use this information to prevent fraud and money laundering when for example

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

**Underwriters, Insurers** and other organisations that may access and use information recorded by fraud prevention agencies may do so from other countries.

### **Employers Liability Tracing Office (ELTO) Notice**

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

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

The Database will assist individual claimants who have suffered an employment related **Injury** arising out of their course of employment in the UK:

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



The Database will be managed by the ELTO.

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

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

## **Statutory Status Disclosures**

### **Victor Insurance**

This is to certify that in accordance with the authorisation granted under contract to Marsh Ltd trading as Victor Insurance (the **Underwriters**) to operate a binding authority underwriting agreement and to act on behalf of the **Insurers** whose names and proportions underwritten by them are supplied within the **Schedule** attaching to this **Policy** the said **Insurers** are hereby bound each for his own part and not one for another their heirs executors and administrators to insure in line with the terms and conditions herein or endorsed hereon.

### **Your Insurers**

DTW 1991 Underwriting Limited on behalf of Syndicate 1991 at Lloyd's has underwritten this insurance in accordance with the authorisation granted to the **Underwriters** under a contract of delegated authority.

The reference for the delegated authority agreement is shown in **Your Policy Schedule**.

DTW 1991 Underwriting Limited  
Registered Office: One Creechurch Place, London, EC3A 5AF  
Registered in England and Wales No. 008330551

DTW 1991 Underwriting Limited is managed by Coverys Managing Agency Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

## Definitions

Certain words in the **Policy** where they appear in bold type face whether with a capital letter or not shall have specific meanings which are defined below and (other than as a heading) the words defined carry the same meaning whenever they appear in the **Policy** unless varied by a definition in a particular section.

Certain additional words are also defined in the individual sections in which they are used and to which they have a particular relevance.

### 1) **Asbestos**

asbestos or asbestos fibres or derivatives of asbestos or any material containing asbestos.

### 2) **Business**

the business stated in the **Schedule** conducted by **You** at or from **Premises** in Great Britain Northern Ireland the Isle of Man or the Channel Islands including:

- a) the provision and management of canteen sports social or welfare organisations for the benefit of **Employees** and fire security first aid medical and ambulance services
- b) private work undertaken with **Your** prior consent by **Employees** for any director or senior official of **Yours**
- c) the ownership maintenance and repair of such **Premises** within such territories.

### 3) **Damages**

the monetary compensation for physical **Injury Loss or Damage** caused by a wrongful act to another person or legal entity and shall not include exemplary punitive or multiplication of awards or aggravated awards in any form whatsoever.

### 4) **Defence Costs**

the legal costs disbursements and related expenses reasonably and necessarily incurred by **You** in relation to a claim or reported circumstances in connection with or which arises as a result of any matter falling for indemnity under any one of the applicable sections of the **Policy** subject to **Insurers** consent.

### 5) **Employee**

- a) any person under a contract of service or apprenticeship with **You**,
- b) any labour master or labour only sub-contractor or person supplied by any of them,
- c) any self-employed person providing labour only,
- d) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by **You**,
- e) any person participating in any Government or otherwise authorised work experience training study exchange or similar scheme,
- f) any voluntary worker,

whilst working on **Your** behalf and in connection with the **Business**.



#### 6) Excess

the amount for which **You** are responsible as the first part of each claim or incident.

#### 7) Injury

bodily injury death disease illness or nervous shock.

#### 8) Insured/You/Your/Yours

the person(s) or corporate body named in the **Schedule** as the Insured including:

- a) any subsidiary company which is named in the **Schedule** operating in or from **Premises** located within Great Britain Northern Ireland the Isle of Man or the Channel Islands
- b) at the written request of the Insured:
  - i) any director or **Employee** of the Insured while acting on behalf of or in the course of their employment or engagement by the Insured in respect of liability for which the Insured would have been entitled to indemnity under this insurance if the claim against any such person had been made against the Insured
  - ii) any office member or **Employee** of the Insured(s)' welfare organisation or fire first aid or ambulance service in their respective capacity as such
- c) in the event of the death of the Insured the personal representatives of the Insured in respect of liability incurred by the Insured provided that such person shall as though they were the Insured observe fulfil and be subject to the terms exclusions conditions and endorsements of this insurance as far as they can apply.

#### 9) Insurer/Insurers/Insurer's/We/Us/Our

DTW 1991 Underwriting Limited on behalf of Syndicate 1991 at Lloyd's.

#### 10) Limit of Indemnity

the **Insurers** maximum liability for **Damages** as specified in the **Schedule** or **Policy**.

#### 11) Loss or Damage

tangible loss destruction or damage.

#### 12) Offshore

from the time when (an) **Employee(s)** embarks onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig structure platform or supply vessel.

#### 13) Period of Insurance

the period specified in the **Schedule** and any further period(s) agreed by **Underwriters**.

#### 14) Policy

the policy, the **Schedule** and any endorsements attached or issued.



#### 15) Pollution or Contamination

- i) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- ii) all **Injury, Loss or Damage** directly or indirectly caused by such pollution or contamination.

#### 16) Premises

the building and land used for the **Business** referred to in the **Schedule** and the surroundings occupied by **You** in connection with the **Business** at the locations declared.

#### 17) Products Supplied

**Property** which has left **Your** custody or control which has been designed specified formulated manufactured constructed installed sold supplied distributed hired treated serviced altered or repaired by or on **Your** behalf including instructions packaging and labelling.

#### 18) Proposal Form or Statement of Fact

the disclosed proposal form or statement of fact and any additional information supplied to **Underwriters** by or on **Your** behalf.

#### 19) Property

tangible property.

#### 20) Schedule

the Schedule (including any supplementary endorsements) referred to herein which shows the sections that are included in the **Policy** and particulars of this insurance.

#### 21) System Failure

the malfunction or non-function of any mechanical or electronic system (whether or not **Your Property**) caused by:

- a) the response of a computer to any date or date change or;
- b) the failure of a computer to respond to any date or date change or;
- c) the loss of or denial of access to any data either **Your** own or third party or;
- d) any **Loss or Damage** to or change or corruption in data or software on a computer or computer system or;
- e) any computer virus or hacking into or degradation of or breach of security in or denial of access to a computer or computer system or website.

Computer includes computer hardware computer software microchip microprocessor any electronic equipment which gives or processes or receives or stores electronic instructions or information.



## 22) Territorial Limits

- a) anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands other than **Offshore**
- b) elsewhere in the world in connection with temporary visits undertaken in the course of the **Business** by any person normally resident in the territories described in a) above other than **Offshore**
- c) anywhere in the world caused by **Products Supplied**.

## 23) Terrorism

any act whether involving violence or the use of force or not or the threat or the preparation thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to or does intimidate or influence a de jure or de facto government or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political social religious ideological or similar causes or objectives.

## 24) Underwriters

Marsh Ltd trading as Victor Insurance who act as an agent of DTW 1991 Underwriting Limited in respect of this insurance under Binding Authority B6991SCO2013S01 and any subsequent renewal thereafter.

## Section 1 – Employers’ Liability

### Indemnity

**Insurers** agree to indemnify **You** against all sums that **You** become legally liable to pay as **Damages** together with costs and expenses shown below in respect of **Injury** sustained within the **Territorial Limits** during the **Period of Insurance** by any **Employee** arising out and in the course of their employment by **You** in connection with the **Business**.

### Limit of Indemnity

**Insurer’s** liability under this section for **Damages** costs and expenses payable in respect of any one claim or series of claims against **You** arising out of one event shall not exceed the **Limit of Indemnity** stated in the **Schedule**.

Costs and expenses shall be deemed to mean:

- 1) costs and expenses of claimants for which **You** are legally liable
- 2) other costs and expenses incurred with **Insurer’s** written consent in respect of any claim which may be the subject of indemnity under this section
- 3) solicitors’ fees incurred with **Insurer’s** written consent for
  - a) defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory duty resulting in **Injury**
  - b) representation at a Coroners’ Court or Fatal Accident Inquiry in respect of any deathwhich may be the subject of indemnity under this section.
- 4) **Insurers** will indemnify **You** and if **You** so request any partner director or **Employee** of **Yours** in the terms of this section in respect of costs and expenses incurred with **Insurers** written consent up to the amount stated in the **Schedule** as the **Limit of Indemnity** in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health & Safety at Work etc. Act 1974 or Health and Safety at Work (Northern Ireland) Order 1978 alleged to have been committed during the **Period of Insurance** in connection with the **Business** provided that the proceedings relate to the health safety or welfare of **Employees**.

**Insurers** will not indemnify:

- a) any fines or penalties of any kind
- b) costs and expenses insured by any other policy or insurance.

### Right of Recovery

This section is deemed to be in accordance with the provision of any law relating to compulsory insurance of liability to **Employees** in Great Britain Northern Ireland the Isle of Man or the Channel Islands but **You** shall repay to **Insurers** all sums paid by them which they would not have been liable to pay but for the provisions of such law.

## Section 1 – Exclusions

**Insurers** will not indemnify **You**:

**1) Radioactive Contamination**

in respect of any liability of any principal or any liability assumed by **You** under agreement and which would not have attached in the absence of such agreement of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

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

**2) Vehicles**

in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation.

**3) Employees Abroad**

in respect of **Injury** to any **Employee** not ordinarily resident in Great Britain Northern Ireland the Isle of Man or the Channel Islands employed to work solely outside these countries.

**4) Asbestos**

in respect of liability for any **Injury Loss or Damage** cost or expense directly or indirectly arising out of or resulting as a consequence of or related to the manufacture mining processing distribution testing remediation removal storage disposal transportation sale or use of **Asbestos** or materials or products containing **Asbestos** whether or not there is another cause of **Injury, Loss or Damage** which may have contributed concurrently or in any sequence to a **Injury, Loss or Damage** other than in respect of accidental discovery of such materials known or suspected to be Notifiable **Asbestos** provided always that:

- a) immediately upon discovery all handling removal stripping out demolition storage transportation or disposal of that which is suspected to be Notifiable **Asbestos** ceases until the composition of all such materials is established
- b) any subsequent handling removal stripping out demolition storage transportation or disposal of Notifiable **Asbestos** is carried out by a HSE licensed contractor on terms which indemnify **You** for all liability arising out of such work
- c) **Insurer's** liability to pay **Damages** (including all **Defence Costs**) shall not exceed the **Limit of Indemnity** shown in the **Schedule** in respect of any one occurrence or series of occurrences arising out of one originating cause.



**5) War and Terrorism**

in respect of war and **Terrorism** except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in which case **Insurer's** liability under this section for **Damages** costs and expenses (including all **Defence Costs**) payable in respect of any one claim against **You** or series of claims against **You** arising out of one event shall not exceed the **Limit of Indemnity** shown in the **Schedule**.

**6) Fines and Penalties**

for any award of fines penalties or liquidated damages in any form whatsoever.

**7) Manual Work Away Exclusion – United States of America or Canada**

in respect of any manual work undertaken within the United States of America or Canada.

## Section 1 – Extensions

### 1) Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at **Insurer's** request in connection with a claim in respect of which **You** are entitled to indemnity under this section **Insurers** will provide compensation to **You** at the following rates per day for each day on which attendance is required:-

- a) any director or partner of **Yours** £500
- b) any **Employee** £500

### 2) Unsatisfied Court Judgements

In the event of **Injury** to an **Employee** sustained during the **Period of Insurance** and arising out of and in the course of their employment by **You** in connection with the **Business** which results in a judgement for **Damages** being obtained by such **Employee** or their personal representatives and which remains unsatisfied in whole or part six months after the date of such judgement, **Insurers** will at **Your** request pay to the **Employee** or their personal representatives the amount of any such **Damages** and any awarded costs to the extent that they remain unsatisfied provided that the judgement for **Damages** is obtained:

- a) in a court of law within Great Britain Northern Ireland the Isle of Man or the Channel Islands
- b) against a company partnership or individual (other than **You**) conducting a business at or from premises within the territories described in a) above
- c) there is no appeal outstanding.

If any payment is made under this section the **Employee** or their personal representatives shall assign the judgement to **Insurers**.

## Section 2 – Public and Products Liability

### Indemnity

**Insurers** agree to indemnify **You** against all sums that **You** shall become legally liable to pay as **Damages** and costs and expenses of claimants in respect of accidental:

- a) **Injury** to any person;
- b) **Loss or Damage to Property**;
- c) nuisance or trespass obstruction loss of amenities or interference with any right of way light air or water;
- d) wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy;

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

### Limit of Indemnity

**Insurer's** liability under this section for all **Damages** payable to any claimant or number of claimants as a result of any one occurrence or series of occurrences attributable to one original cause shall not exceed the amount stated in the **Schedule** as the **Limit of Indemnity**.

### Costs

In addition **Insurers** will indemnify **You** for:

- 1)
  - a) costs and expenses for which **You** are legally liable;
  - b) other costs and expenses incurred with **Insurer's** written consent;in respect of any claim which may be the subject of indemnity under this section.
- 2) solicitors fees incurred with **Insurer's** written consent for:
  - a) defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory duty resulting in **Injury**.
  - b) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death which may be the subject of indemnity under this section.
- 3) and if **You** so request any partner director or **Employee of Yours** in the terms of this section in respect of costs and expenses incurred with **Insurer's** written consent up to the amount stated in the **Schedule** as the **Limit of Indemnity** in connection with criminal proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 provided that:
  - a) the proceedings relate to an offence alleged to have been committed in the course of the **Business** during the **Period of Insurance**
  - b) the proceedings are brought in Great Britain Northern Ireland the Isle of Man or the Channel Islands
  - c) **Your** director or **Employee** shall give **Insurers** immediate notice of any summons or other process served upon **Your** director or **Employee** and of any event that may give rise to proceedings against **Your** director or **Employee**.



**Insurers** will not pay:

- i) fines or penalties
  - ii) costs and expenses insured by any other policy
  - iii) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission
  - iv) legal costs and expenses which **Your** director or **Employee** may be ordered to pay by a court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of **Your** director or **Employee**
  - v) for the cost of any investigation or inquiry other than a solicitors investigation restricted to criminal proceedings as defined above
  - vi) unless **Insurers** have the sole conduct and control of all claims
- 4) in respect of legal costs and expenses incurred with **Insurer's** written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987 provided that the proceedings relate to an offence alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

**Insurers** will not indemnify **You** in respect of

- i) fines or penalties
- ii) costs and expenses insured by any other policy or insurance.

## Section 2 – Exclusions

The indemnity will not apply to legal liability:

### 1) Injury to Employees

in respect of **Injury** to any **Employee**.

### 2) Property under Your Control

in respect of **Loss or Damage** to:

- a) **Property** belonging to **You** or in **Your** or any **Employee's** custody or under their control, other than their personal effects or the personal effects of any visitor, up to a value of £250 any one item and £1,000 in all in any one **Period of Insurance**
- b) **Property** which is leased let rented hired or lent to the **You** or which is the subject of bailment to **You**
- c) **Property** comprising the permanent or temporary works undertaken by **You** in the course of any contract or agreement and which are under **Your** control or for which **You** are responsible.

### 3) Rectification Costs

- a) in respect of the cost or value of any **Products Supplied** or works executed or replacement repair removal rectification or reinstatement thereof where legal liability arises from the defect in or unsuitability of such **Products Supplied** or works executed
- b) for any costs incurred in recalling or modifying any **Products Supplied**
- c) for the costs of remedying any defect or alleged defect in land or **Premises** sold or disposed of by **You** or for any reduction in the value thereof.

### 4) Aviation and Craft

arising out of:

- a) work in or on aircraft
- b) work in or on airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
- c) the ownership possession or use by or on **Your** behalf of any:
  - i) aircraft
  - ii) watercraft (other than watercraft not exceeding 8 metres in length or any hand propelled boat or pontoon).

### 5) Vehicles

arising out of the ownership possession or use by **You** or on **Your** behalf of any mechanically propelled vehicle or trailer attached thereto in circumstances where compulsory insurance or security is required or where insurance is provided by another policy or insurance.

## 6) Liability under Agreement

assumed by **You** under agreement unless the conduct and control of claims is vested in **Insurers** but indemnity shall not in any event apply to:

- a) liquidated damages fines or penalties
- b) legal liability which attaches by virtue of an express warranty indemnity or guarantee given or entered into by **You** in connection with any **Products Supplied** and which would not have attached in the absence of such warranty
- c) an agreement to arrange insurance under the terms of Clause 6.5.1 of the JCT Conditions of Contract or of any other contract condition requiring insurance of a like kind
- d) liability which attaches solely by reason of an agreement relating to the performance of work outside Great Britain Northern Ireland the Isle of Man or the Channel Islands.

## 7) War Nuclear Biological Chemical

in respect of **Injury, Loss or Damage** cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the **Injury Loss or Damage** cost or expense:

- a) war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- b) the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.

## 8) Radioactive Contamination

of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

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

## 9) Exports to United States of America or Canada

in respect of **Injury, Loss or Damage** caused by or in connection with any **Products Supplied** which to **Your** knowledge are directly or indirectly exported to the United States of America or Canada.

## 10) Professional Risks

arising out of:

- a) an error or omission in estimates or advice given by **You** or on **Your** behalf or in design plans drawings or specification
- b) an error or omission by **You** or any servant or agent of **Yours** in the supervision of works

for which a separate fee is charged or would normally be charged.



#### 11) Aviation Products

in respect of **Injury Loss or Damage** caused by or in connection with any **Products Supplied** which to **Your** knowledge are for use in or on any aircraft and which are critical to the safety or airworthiness of the aircraft.

#### 12) Asbestos

of whatsoever nature directly or indirectly caused by contributed to by or 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 of **Injury Loss or Damage** which may have contributed concurrently or in consequence of **Injury Loss or Damage**.

#### 13) Terrorism

directly or indirectly occasioned by happening through arising out of resulting from or in connection with an act of **Terrorism** also excluding legal liability directly or indirectly occasioned by happening through in consequence of arising out of resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of **Terrorism**.

#### 14) Fines and Penalties

for any award of fines penalties or liquidated damages in any form whatsoever.

#### 15) Manual Work Away Exclusion – United States of America or Canada

in respect of **Injury Loss or Damage** caused by or in connection with any manual work undertaken within the United States of America or Canada.

#### 16) Pollution or Contamination Clause

- a) in respect of **Pollution or Contamination** other than caused by a sudden accidental identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**  
All **Pollution or Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- b) for all compensation payable in respect of all **Pollution or Contamination** which is deemed to have occurred during the **Period of Insurance** shall not exceed in the aggregate the amount shown as the **Limit of Indemnity** in the **Schedule**.

#### 17) Cyber Liabilities

- a) in respect of **Injury Loss or Damage** associated with or caused by a **System Failure** if a **System Failure** forms an identifiable element in the chain of events from which the liability arises whether or not it is the proximate cause of the liability
- b) arising directly or indirectly from the use or misuse of the intranet extranet or caused via **Your** own website or internet site or web address or via the transmission of mail plans designs photographs or other documents by electronic means.

## Section 2 – Extensions

### 1) Rented Premises

Exclusion 2(b) of this section shall not apply to **Premises** leased let rented hired or lent to **You** provided that the indemnity will not apply to legal liability in respect of:

- a) **Loss or Damage** arising under agreement unless liability would have attached to **You** in the absence of such agreement
- b) **Loss or Damage to Premises** caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by **You** or on **Your** behalf
- c) the first £250 in respect of **Loss or Damage** caused otherwise than by fire or explosion.

### 2) Defective Premises Act

**Insurers** include within the terms of this section **Your** legal liability in respect of **Injury Loss or Damage** arising by reason of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of any **Premises** previously owned for purposes pertaining to the **Business** and since disposed of by **You** but indemnity will not apply if **You** are entitled to indemnity under any other insurance.

### 3) Contingent Motor Liability

Notwithstanding Exclusion 5 of this section **Insurers** will indemnify **You** and no-one else for the purpose of this clause against legal liability in respect of **Injury Loss or Damage** arising out of the use in connection with the **Business** of any vehicle not owned or provided by **You**.

The indemnity will not apply to legal liability:

- a) in respect of **Loss or Damage** to any such vehicle or to goods conveyed therein or thereon
- b) in respect of **Injury Loss or Damage** arising while such vehicle is being:
  - i) driven by **You**
  - ii) driven with the general consent of **You** or **Your** representative by any person who to the knowledge of **You** or **Your** representative does not hold a licence to drive a vehicle unless such person has held and is not disqualified from holding such a licence
  - iii) used elsewhere other than within the **Territorial Limits**
- c) in respect of which **You** are entitled to indemnity under any other insurance.

#### 4) Overseas Personal Liability

**Insurers** will indemnify **You** and if **You** so request any director partner or **Employee** of **Yours** or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside Great Britain Northern Ireland the Isle of Man or the Channel Islands in connection with the **Business**.

The indemnity will not apply to legal liability:

- a) arising out of the ownership or occupation of land or buildings
- b) in respect of which any person referred to above is entitled to indemnity under any other insurance.

#### 5) Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at **Insurer's** request in connection with a claim in respect of which **You** are entitled to indemnity under this section **Insurers** will provide compensation to **You** at the following rates per day for each day on which attendance is required:

- a) any director or partner of **Yours**           £500
- b) any **Employee**                               £500

#### 6) Financial Loss Extension

The following Definition applies to this extension in addition to those included in the **Policy** Definitions

**Financial Loss** - monetary loss cost or expense and not occasioned by **Injury Loss or Damage to Property or Pollution and Contamination**

This section of this **Policy** is extended to indemnify **You** subject to the terms exclusions and conditions of this **Policy** and of its extensions and any endorsement attaching thereto in respect of all sums which **You** shall become legally liable to pay as **Damages** and claimants costs and expenses for accidental **Financial Loss** in connection with the **Business** during the **Period of Insurance**

**Insurer's** maximum liability for all claims for **Financial Loss** arising out of this extension will not exceed the **Limit of Indemnity** shown in the **Schedule** in any one **Period of Insurance**

In addition to any exclusions in this policy the following exclusions shall also apply

**Insurers** shall not be liable for:

- a) the **Excess** shown in the **Schedule**
- b) liability which results from fraud dishonesty insolvency financial default conspiracy conversion deceit intimidation inducement or breach of contract injurious falsehood or passing off or infringement of trademark trade name merchandise mark registered design copyright or patent right or negligent misstatements
- c) any act of libel or slander or defamation
- d) the abandonment or postponement of any exhibition meeting function or other event organised by **You**

- e) liability arising out of the Data Protection Act 1998 and any subsequent legislation or Act
- f) liability suffered as a result of prototype **Products Supplied** which are supplied on an experimental or trial basis
- g) liability suffered as a result of non-delivery or late delivery of any **Products Supplied** or non-completion or late completion of works or operations by or on **Your** behalf
- h) liability arising solely from the failure or unsuitability of any **Products Supplied** where such failure or unsuitability is directly or indirectly traceable to any defect in the design formula specification or quality assurance system of such goods
- i) loss of money or for refunds securities and electronic data
- j) **Financial Loss** sustained outside Great Britain Northern Ireland the Isle of Man or the Channel Islands in respect of:
  - i) any judgment award payment or settlement made in any country or territory outside the countries specified in j) above
  - ii) any order made anywhere in the world to enforce such judgment award payment or settlement either in whole or in part.

#### 7) **Discharge of Liability**

**Insurers** may pay the **Limit of Indemnity** or any lesser sum for which any claim or claims against **You** can be settled and they shall be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

#### 8) **Cross Liabilities**

If more than one **Insured** is referred to in the **Schedule** this insurance shall apply to each one as if a separate **Policy** had been issued to each provided that the total amount of indemnity payable to all parties in respect of **Damages** shall not exceed the **Limit of Indemnity**.

#### 9) **Data Protection Act**

**Insurers** will indemnify **You** against liability at law incurred by **You** under Section 13 of the Data Protection Act 1998 or subsequent legislation or Act in connection with personal data as defined in the said Act held by **You**. Provided always that **Insurers** shall not be liable for:

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

## Sections 1 and 2 – General Extensions to the Policy

### 1) Manslaughter Costs Extension

The indemnity under this **Policy** extends to include:

- a) legal costs and expenses incurred by **You** or any person entitled to indemnity with **Insurer's** prior written consent in:
  - i) the course of the investigation leading to the offence of;
  - ii) defending **You** against criminal proceedings in connection with a charge of;
  - iii) an appeal against any conviction resulting from a prosecution for;

manslaughter corporate manslaughter or corporate homicide as a result of any death happening during the **Period of Insurance** which may be the subject of indemnity under **Your Policy**
- b) prosecution costs awarded against **You** or any person entitled to indemnity as a result of any conviction for such an offence.

Provided always that:

- c) the maximum amount payable under this extension shall not exceed the **Limit of Indemnity** shown in the **Schedule** during any one **Period of Insurance**.
- d) **Insurers** will not be liable to make any payment under this extension in respect of:
  - i) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by **Insurers**
  - ii) fines or penalties or the cost of implementing any remedial order or publicity order
  - iii) an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
  - iv) an appeal against any fine or penalty remedial order or publicity order
  - v) costs incurred as a result of the failure to comply with any remedial order or publicity order
  - vi) costs and expenses insured by any other policy
  - vii) any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Isle of Man or the Channel Islands.



## 2) Additional Persons Insured

- a) In the event of the death of any person entitled to indemnity under this **Policy** **Insurers** will indemnify in the terms of this **Policy** the deceased's legal personal representatives but only in respect of liability incurred by such deceased person.
  
- b) At **Your** request **Insurers** will indemnify in the terms of this **Policy**:
  - i) any principal in respect of liability arising out of the performance by **You** of any agreement entered into by **You** with the principal to the extent required by such agreement
  - ii) any director or **Employee** of **Yours** in respect of liability arising in connection with the **Business**provided that **You** would have been entitled to indemnity under the **Policy** if the claim had been made against **You**.
  
- c) At **Your** request **Insurers** will indemnify in the terms of this **Policy**:
  - i) any officer committee or member of **Your** canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
  - ii) any director or senior official of **Yours** in respect of private work undertaken by any **Employee** for such director or senior official.

Provided that:

- i) each person shall as though he were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply
- ii) **Insurers** shall retain the sole conduct and control of all claims
- iii) where **Insurers** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of **Damages** shall not exceed the applicable **Limit of Indemnity**.

## Sections 1 and 2 – General Conditions of the Policy

### 1) Reasonable Precautions

**You** shall

- a) take all reasonable precautions to minimise **Injury Loss or Damage** and to prevent occurrences including the maintenance of security precautions which may give rise to a claim under this **Policy**
- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- c) immediately make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.

### 2) Notification of Claims

In the event of any occurrence which may give rise to a claim under this **Policy You** shall immediately:

- a) give written notice with full particulars to **Insurers** including supporting documents and proofs
- b) forward to **Insurers** upon receipt every letter claim writ summons or process
- c) notify **Insurers** of any knowledge of any impending prosecution inquest fatal accident or ministry enquiry.

Notification of any of the above should be to:

Woodgate and Clark Ltd  
The Red House  
King Street  
West Malling  
Kent  
ME19 6QT  
Tel: 01732 520273 or 01732 520270 outside office hours  
Email: [newclaim@woodgate-clark.co.uk](mailto:newclaim@woodgate-clark.co.uk)

### 3) Claims Control

- a) No admission offer promise payment or indemnity shall be made or given by **You** or on **Your** behalf without **Insurer's** written consent
- b) **Insurers** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at **Insurer's** own expense and for their benefit any claim for indemnity or **Damages** or otherwise
- c) **Insurers** shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- d) **You** shall give all information and assistance that **Insurers** may require
- e) **You** agree to keep accurate books and records of all figures provided and permit **Insurers** or anyone appointed by them to inspect **Your** books and records at any time insofar as they relate to this insurance.

#### 4) Other Insurances

**Insurers** will not indemnify **You** in respect of liability which is insured by or would but for the existence of this **Policy** be insured by any other policy except in respect of any **Excess** beyond the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected.

#### 5) Cancellation – Our Rights

**Underwriters** or **Insurers** may cancel this **Policy** and give thirty (30) days' notice of cancellation by recorded delivery to **Your** last known address.

This termination shall be without prejudice to any of **Your** or **Insurers** rights or claims prior to the expiration of such notice.

#### 6) Choice of Law

This **Policy** and any endorsements thereto shall be governed and construed in accordance with the laws of England and Wales unless specifically agreed to the contrary and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and to comply with all the necessary requirements to give such court's jurisdiction.

#### 7) Fraud 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 **Underwriters** or **Insurers** during the course of any claim, **Insurers**:

1. will not be liable to pay the claim and
2. may recover from **You** any sums paid by **Insurers** 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 **Insurers** exercise their rights under 3 above **Insurers**:

1. 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 **Insurer's** liability under this **Policy** (for example – if a loss is incurred or **You** make a claim or if **Insurers** are notified of circumstances which may give rise to a claim) and
2. need not return any premium paid.

#### 8) Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

#### 9) Asbestos Clause

It is a condition precedent to any liability on **Insurers** part under this **Policy** that **You** do not manufacture mine process distribute test remediate remove store dispose sell or use **Asbestos** or materials or products containing **Asbestos**.

#### 10) Data Protection Act

It is understood by **You** that any information provided to **Underwriters** or **Insurers** will be processed by **Underwriters** and **Insurers** in compliance with the provisions of the Data Protection Act 1998 or any subsequent legislation or Act for the purpose of providing insurance and handling claims if any which may necessitate providing such information to third parties.

#### 11) Premium Adjustment

Where the premium is provisionally based on **Your** estimates **You** shall keep accurate records and within 90 days of expiry of the **Period of Insurance** declare such particulars to **Us**. The premium shall then be adjusted. 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 such particulars and to assess any further premium payment due calculated on such estimated particulars

#### 12) Sanctions

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

#### 13) Several Liability

The subscribing insurer(s) obligations under policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing insurer(s) are not responsible for the subscription of any co-subscribing insurer(s) or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

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

In the case of a Lloyd's syndicate each member of the syndicate (rather than the syndicate itself) is a company. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this **Policy**.

Provided always that this **Policy** insures only such sections and sum insured items as are so specified in the **Schedule** as operative.

#### 14) Excess Clause

You will bear the amount of any **Excess** stated in this **Policy** or **Schedule** and any amount or amounts will be payable by **You** before **Insurers** will be liable to make any payment.

#### 15) Heat and Fire Precautions Condition

It is a condition precedent to liability under this section that in respect of use away from **Your Premises** of blow lamps blow torches flame guns hot air guns electric oxy-acetylene or other welding or cutting equipment and angle grinders (in circumstances where sparks are emitted) the undernoted precautions will be complied with on each occasion

##### Blow lamps blow torches flame guns and hot air guns

- i) the area in which work is to be carried out to be examined and combustible property within the vicinity of the work either removed or as far as practicable covered by non-combustible materials
- ii) suitable fire extinguishing appliances to be kept available for immediate use at the point of work or as near as is practicable
- iii) blow lamps blow torches and flame guns not to be lighted until required for use and extinguished immediately after use
- iv) lighted blow lamps blow torches and flame guns not to be left unattended
- v) hot air guns to be switched off when unattended
- vi) upon completion of each period of work a thorough fire safety check to be made of all areas referred to in paragraph i) above. The fire safety check to be undertaken at regular intervals for a period of at least one hour after completion.

##### Electric oxy-acetylene or other welding or cutting equipment and angle grinders

- i) the area in which the work to be carried out including adjoining shafts or openings and the area on the other side of any wall or partition to be inspected to see whether any combustible property other than the property to be worked upon is in danger of ignition either directly or by conduction of heat
- ii) all combustible property to be removed to a distance of not less than 6 metres from the point of work and property which cannot be moved to be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection
- iii) **You** shall arrange for a person who is competent in the use of fire extinguishing appliances to work in conjunction with the operative using the equipment to act as a firewatcher and to remain in attendance at all times until lighted flame equipment is extinguished
- iv) suitable fire extinguishing appliances to be made available for immediate use at the point of work
- v) gas cylinders not in use to be kept outside the building in which the work is taking place where practicable but in any event at least 15 metres from the point of application of the heat
- vi) upon completion of each period of work a thorough fire safety check to be made of all areas referred to in paragraph i) above. The fire safety check to be undertaken at regular intervals for a period of at least one hour after completion.



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